

SELECTMEN'S MEETING AGENDA

*Griffin Room, Town Hall
Regular Meeting 6:30 P.M.
Monday, August 10, 2015*

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. WEEKLY BRIEFING

IV. NON-RESIDENT TAXPAYER'S MEETING

1. Introduction of new Police Chief David Guillemette,
Water Superintendent Dan Pelletier, and Finance Director Andrew Gould
2. Report from the Highway Director
3. Report from the Harbormaster
4. Report from the Recreation Director
5. Wastewater Status Report
6. Town Financial Status
7. Muddy Creek Construction Schedule
8. Questions and Comments

V. PUBLIC COMMENT/ANNOUNCEMENTS

VI. CONSENT AGENDA

- A. Approve Minutes of May 18, 2015
- B. Approve Minutes:
 1. July 13, 2015 Regular Session
 2. July 27, 2015 Executive Session
- C. Approve the award of contract for the Allen Harbor Concrete Restroom to Shea Concrete Products in the amount of \$43,600
- D. Approve and sign Amendment #5 to the Contract for Construction Services for the Muddy Creek Bridge project dated March 11, 2013 in the amount of \$171,269.60
- E. Approve the Contract between the Town of Harwich and Barnstable County to dredge Allen Harbor Channel in the amount of \$90,000 and authorize the Chair to sign
- F. Approve the appointment of Paul Boorack as Police Sergeant with an annual salary of \$67,060 (Sergeant Step 1)
- G. Accept the gift of \$10,624 to the Community Center from the Ora Gaylord Arooth Trust and authorize the Chair to sign
- H. Approve the recommendation of the DPW Director to install a memorial bench in memory of Joshua Standley Gordon to be installed on the OCBT across from Island Pond Cemetery
- I. Approve request by Cape Cod Claddagh to have outside entertainment on August 22, 2015 from 4:00 p.m. to 8:00 p.m. – noise not to exceed premises
- J. Approve a Harbor Demolition/Beautification Fund for the former Downey property
- K. Approve request for assistance from the Caleb Chase Fund as recommended
- L. Authorize the Town Administrator to execute the DER Grant for the Muddy Creek Restoration Bridge Project in the amount of \$1,000,000

VII. **PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*

VIII. **OLD BUSINESS**

IX. **NEW BUSINESS**

- A. Wastewater Educational Moment – *Figure 6-26 Septic load reductions by watershed - discussion*
- B. Near term wastewater activities – *discussion and possible vote*
 - Organizational structure
 - Chatham Inter-municipal Agreement
 - Water/Wastewater Infrastructure Fund
 - Search for a recharge site

X. **TOWN ADMINISTRATOR'S REPORT**

- A. Eversource Energy - herbicide spraying
- B. Albro House shed demolition
- C. Assistant Town Administrator search process update
 - Schedule
 - Citizen participation
 - Town Administrator recommendation

XI. **SELECTMEN'S REPORT**

XII. **ADJOURNMENT**

**Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business." If you are deaf or hard of hearing or a person with a disability who requires an accommodation contact the Selectmen's Office at 508-430-7513.*

Authorized Posting Officer:

Sandra Robinson, Admin. Secretary

Posted by: _____
Town Clerk

Date: _____
August 6, 2015

**TOWN OF HARWICH
PUBLIC MEETING NOTICE**

**NON-RESIDENT TAXPAYERS MEETING
August 10, 2015**

The Harwich Board of Selectmen will hold the **Annual Non-Resident Taxpayers Meeting on Monday, August 10, 2015**, no earlier than 6:30 P.M., during their regular meeting in the Donn B. Griffin Meeting Room, located at 732 Main Street in Harwich. All Harwich non-resident taxpayers are encouraged to attend this informational meeting, which will provide an overview of town government and provide non-resident taxpayers an opportunity to raise and discuss issues and concerns.

Topics include:

1. Introduction of new Police Chief, Water Superintendent, and Finance Director
2. Report from the Highway Director
3. Report from the Harbormaster
4. Report from the Recreation Director
5. Wastewater Issues
6. Overall Financial Position of the Town
7. Questions and Comments

Harwich Board of Selectmen

Cape Cod Chronicle
July 30, 2015
August 6, 2015

**TOWN OF HARWICH
PUBLIC MEETING NOTICE**

**NON-RESIDENT TAXPAYERS MEETING
August 10, 2015**

The Harwich Board of Selectmen will hold the **Annual Non-Resident Taxpayers Meeting on Monday, August 10, 2015**, no earlier than 6:30 P.M., during their regular meeting in the Donn B. Griffin Meeting Room, located at 732 Main Street in Harwich. All Harwich non-resident taxpayers are encouraged to attend this informational meeting, which will provide an overview of town government and provide non-resident taxpayers an opportunity to raise and discuss issues and concerns.

Topics include:

1. Introduction of new Police Chief, Water Superintendent, and Finance Director
2. Report from the Highway Director
3. Report from the Harbormaster
4. Report from the Recreation Director
5. Wastewater Issues
6. Overall Financial Position of the Town
7. Questions and Comments

Harwich Board of Selectmen

The Cape Cod Chronicle
July 30 and Aug. 6, 2015



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM



TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director *LSH*

DATE: July 5, 2015

RE: Non-Resident Taxpayer Briefing

Given that the DPW is comprised of 7 departments (Highway, Disposal, Parks, Cemetery, Facilities, Custodial & Vehicle), I requested direction from the Town Administrator when asked to give a briefing at this year's Non-Resident Taxpayers Meeting. Mr. Clark recommended that I focus on the new solid waste disposal contract, the rehabbing of the Transfer Station and the collection of trash at our Town beaches and parks.

As many of you realize, your Disposal Area stickers have increased in costs over the last two years to \$160. The primary driver in this was the expiration of a long term, 25 year solid waste contract that ran out on December 31, 2014. The Town of Harwich, along with most other Tier I communities, banded together with the assistance of the Cape Cod Commission to bid and negotiate replacement contracts. That was a multi-year process which did elicit competition for Covanta, the owner of SEMASS, the waste to energy plant where most of the region's trash was going, but did not lead to a single contract as was the case 25 years ago. The Town of Harwich Board of Selectmen, after several presentations from Covanta and ABC Disposal, decided to sign a 10 year contract with ABC at \$55 per ton. This action saved the Town approximately \$60k in the first year and \$645,000 over the life of the contract (see attached spreadsheet).

At last year's Annual Town Meeting, Article 20, Overhaul the Transfer Station, was approved in the amount of \$250k. This past April we shut the 27 year old Transfer Station down for a week to remove the entire metal structure, hydraulic systems and power unit. The reason for this was simple: After 27 years of service the various systems had deteriorated to a point that they were no longer worth fixing and causing too much unanticipated downtime. There are three main differences that patrons may notice: A larger drop off chute and window, a large 42" wall on the residential side of the push pit and the power unit being above the operator's station. The only negative feedback I have received about the entire rehab was the installation of the wall. Unfortunately, we had no latitude in the matter as OSHA requires a 42" barrier whenever there is a 4' drop

or greater. It is my estimate that the Town should get another 27 years or more out of these new systems as we implemented many improvements over the original design.

The collection of trash at Town owned beaches and parks falls under the Highway Department and is a year round task. From March through April this activity consist of two pickups per week from 9 locations, primarily our larger beaches. April through Memorial Day we incrementally add locations until fully deployed with 37 stops and 83 trashcans, including 9 Big Belly Solar Trash Compactors. From Memorial Day through Labor Day we begin trash collection at 6 AM with our new 8 yard trash compactor truck run by one seasonal employee. This run typically takes 4 to 5 hours depending on traffic and trash volume. At 2:30 PM the trash truck is sent out once again with a different seasonal employee to pick up from five main beaches, which usually takes an hour or so. After Labor Day, we begin to reduce the number of cans deployed and the number of pickups. After Columbus Day, we resume our winter schedule of picking up from 9 locations twice a week. With the addition of our dedicated trash compactor truck, we have been able to reduce labor costs by over 50% while maintaining the same service level and limiting the amount of windblown litter.

Attachments: Covanta / ABC Comparison

COVANTA / ABC COMPARISON

Covanta		ABC		
<u>Tip Rate</u>	<u>Annual Cost</u>	<u>Tip Rate</u>	<u>Annual Cost</u>	<u>Annual Savings</u>
\$60.00	\$450,000	\$55.00	\$412,500	\$37,500
\$61.50	\$461,250	\$56.38	\$422,813	\$38,438
\$63.04	\$472,781	\$57.78	\$433,383	\$39,398
\$64.61	\$484,601	\$59.23	\$444,217	\$40,383
\$66.23	\$496,716	\$60.71	\$455,323	\$41,393
\$67.88	\$509,134	\$62.23	\$466,706	\$42,428
\$69.58	\$521,862	\$63.78	\$478,374	\$43,489
\$71.32	\$534,909	\$65.38	\$490,333	\$44,576
\$73.10	\$548,281	\$67.01	\$502,591	\$45,690
\$74.93	<u>\$561,988</u>	\$68.69	<u>\$515,156</u>	<u>\$46,832</u>
10 Yr. Total	\$5,041,522		\$4,621,395	\$420,127
	10 Year Savings		\$420,127	

\$5 per ton break in C&D tip rate = \$22,500 savings per year. Assume over life of contract \$225,000 savings.

Potential 10 year savings = \$420,127 + \$225,000 = \$645,127

HARBORMASTER DEPARTMENT
Non-Resident Tax Payers Meeting
August 10, 2015

1. **Operational Readiness** – So far this season 36 maritime assistance cases (tows, groundings, dewatering, medical, etc) have been successfully executed by the department's patrol boat operators, resulting in many lives saved or assisted and thousands of dollars in property saved. Most notably was the rescue of a single operator from his boat that was fully engulfed in flames. After recovering the operator, he was quickly returned to the harbor and transferred to an awaiting ambulance. Marine 77 returned to scene with Harwich Fire and the fire was extinguished using the on board fire pump. This case highlighted the increased capabilities and versatility of Marine 77 patrol boat. Several of the maritime assistance cases were conducted with the support of Harwich Fire, Chatham Harbormaster Department and Coast Guard Station Chatham.

2. **New full-time Deputy Harbormaster Position** – As of July 1, 2015, Bill Neiser, who was on staff as a part-time employee, was hired as the department's full-time Deputy Harbormaster. Bill is a seasoned mariner with many years of maritime public safety experience.

3. **Wychmere Town Pier** – The project to replace the Wychmere town concrete pier and adjacent bulkheads was recently completed. 75% of the \$1.4mil total project cost was funded through a MA Seaport Advisory Council Grant. The new pier was built in the same footprint as the old one. Robert B. Our Co. was the construction contractor and Bourne Consulting was the contracted engineer. All new drainage, plumbing, electrical and LED lighting was installed.

4. **Dredge Projects:**

- **Saquatucket Harbor Basin** – Barnstable County dredge removed approx 500 cubic yards of material from 2 areas within Saquatucket Harbor; west side near Cold Brook and east side near Andrews River. Sand was placed on Red River Beach.
- **Wychmere Channel** - Barnstable County dredge removed approx 1700 cubic yards of material; sand was purchased by Wychmere Pines Association as beach nourishment.
- **Allen Harbor Channel** - Barnstable County dredge removed 9000 cubic yards of material; sand was placed on Wah Wah Tysee public beach and Wyndemere Bluffs Association purchased sand for their beach.

5. **Upcoming Projects:**

- **Allen Harbor Parking Lot & Bathroom Replacement Project** – This upcoming fall we will be re-grading the facility parking lot with a pervious concrete drainage system and constructing a granite curb system along the south end of the parking lot. This is phase two of a state public access grant project;

Department of Fish & Game is funding 62% of the total project cost. In addition, a new public restroom building and tight tank will be constructed and installed.

- **Replacement of Saquatucket Harbor Docks** - A Request for Proposal has been issued for the engineering design and associated permitting to dredge areas within Saquatucket Harbor and replace the Municipal Marina docks, piles, and services, to include a handicap accessible ramp system that brings the marina in compliance with the American with Disabilities Act (ADA). Engineering design is scheduled to be completed in FY16, and we will be requesting funds to start construction of the new dock system in FY17.
- **Saquatucket Development Committee** - With the recent purchase of the 2.2 acre Downey property that is adjacent to Saquatucket Harbor, the SAQ Development Committee has been working to define capabilities and potential uses of the property. The Committee will be developing a proposed site plan that integrates the property to expand and support harbor operations, protect conservation areas, and provide options for potential economic development.

Submitted by:

John Rendon, Harbormaster

Non-Resident Taxpayer Meeting 8-10-15

Beaches

- We are, once again, having a very successful and very busy beach season this year. We are consistently filling the parking lots of all beaches on good weather days. We are also seeing large crowds at our town ponds on a daily basis, especially Long Pond (Fernandez Bog) which gets filled up with beach patrons, swim lesson participants, and boaters.
- As of August 5 we are on pace to surpass last year's Beach Daily Pass revenue by 25-30%.
- As of August 5 we have written 475 parking ticket violations at the beaches. This represents a potential increase of 30-40% over last year. One of the main reasons for this season's dramatic increase so far is the addition of a second part-time parking enforcement officer. We now have 1.5 Parking Officer positions which allows us to have 2 people out on weekends and busy beach days. This increase in summer positions did not increase our seasonal budget.
- While our beach staff has not had to make any water saves as of yet this season, there have been several medical emergencies, serious and non-serious, that the lifeguards have responded to in a professional and efficient manner. They have made the most of their training and work very well as a team to, not only treat injuries on the beaches, but to try to be preventative in spotting potential dangerous situations before they occur.
- Once again this year, due to the hard work of the Harwich Highway Department, the beaches look great and we have received numerous compliments in the Recreation Office of the pristine conditions of our beaches.
- New this year at Harwich Beaches:
 - 2 guards a day now placed at Cahoons Beach. This is a very family oriented pond beach and we felt that it would be in the greatest interest of the beach patron safety to provide lifeguards at that location. The 2 guards that are now at Cahoons were previously stationed at Sand Pond in past years. We no longer guard Sand Pond but we still do frequent patrols and rounds of the area.
 - The addition of a part-time Parking Enforcement Officer to go along with the full time one we have had previously. This allows us to patrol beach parking even more thoroughly and ensure that people that have purchased beach stickers or daily passes have an opportunity to spaces at the town beaches.
 - Red River Beach restroom was painted in the offseason. We also added new vents for the doors.
 - We also changed Red River restroom to unisex facilities in an effort to cut back on lines and waiting times for the restroom facilities.
 - A new beach sticker policy was written by a subcommittee of the Recreation Commission in coordination with the former Town Treasurer.

Summer Programming

- We are currently in Session 3 of our summer programming season and we have roughly 800 participants signed up. We anticipate another 200 for Session 4 to finish up our season. This would give us a 5-10% increase on last year's enrollment in summer programs and our highest numbers ever. We also are still running our Adult Programs through the summer including: Adult Volleyball, Tennis, Field Hockey, Pick-up baseball, Red River Beach yoga and Pickle Ball. Pickle ball in particular has been a program that has grown exponentially over the past year with nearly 100 adults and seniors playing on a weekly basis and making great use of our new tennis/pickle ball courts at Brooks Park. The Adult Pickle Ball group has also been using the Middle School 2 days per week.
- The youth programs we are offering this summer include: tennis lessons, half day playground program, full day playground program, babysitting class, UK Elite Soccer Camp, Summer Kayak trips and lessons (NEW), summer co-ed basketball, summer hoops, summer pick-up soccer (NEW), summer lacrosse, sand lot baseball, swimming lessons, guard start program, lifeguard training program, archery (NEW), dodge ball (NEW), Shooting Stars basketball camp, as well as open gym and game room times throughout the summer.

Future Recreation Department Projects

- We will be applying for CPC funding for Phase 3 of the Brooks Park Expansion/Improvement project which will include: access road and additional parking area, re-surfacing of our 4 original tennis courts, a new half basketball court/tennis wall practice area, and picnic area and pavilion.
- We will also be applying for CPC funding for the replacement of all of the fencing at Whitehouse Field.

Recent Project Completions

- We have just finished our Phase 2 of the Brooks Park Expansion/Improvement project which included two new multi-use courts which are lined for both tennis and pickle ball, and the complete renovation of the current basketball court. Since it's completion we have seen very frequent use of all the new facilities which will lead us into future phases of the project.

Respectfully Submitted,

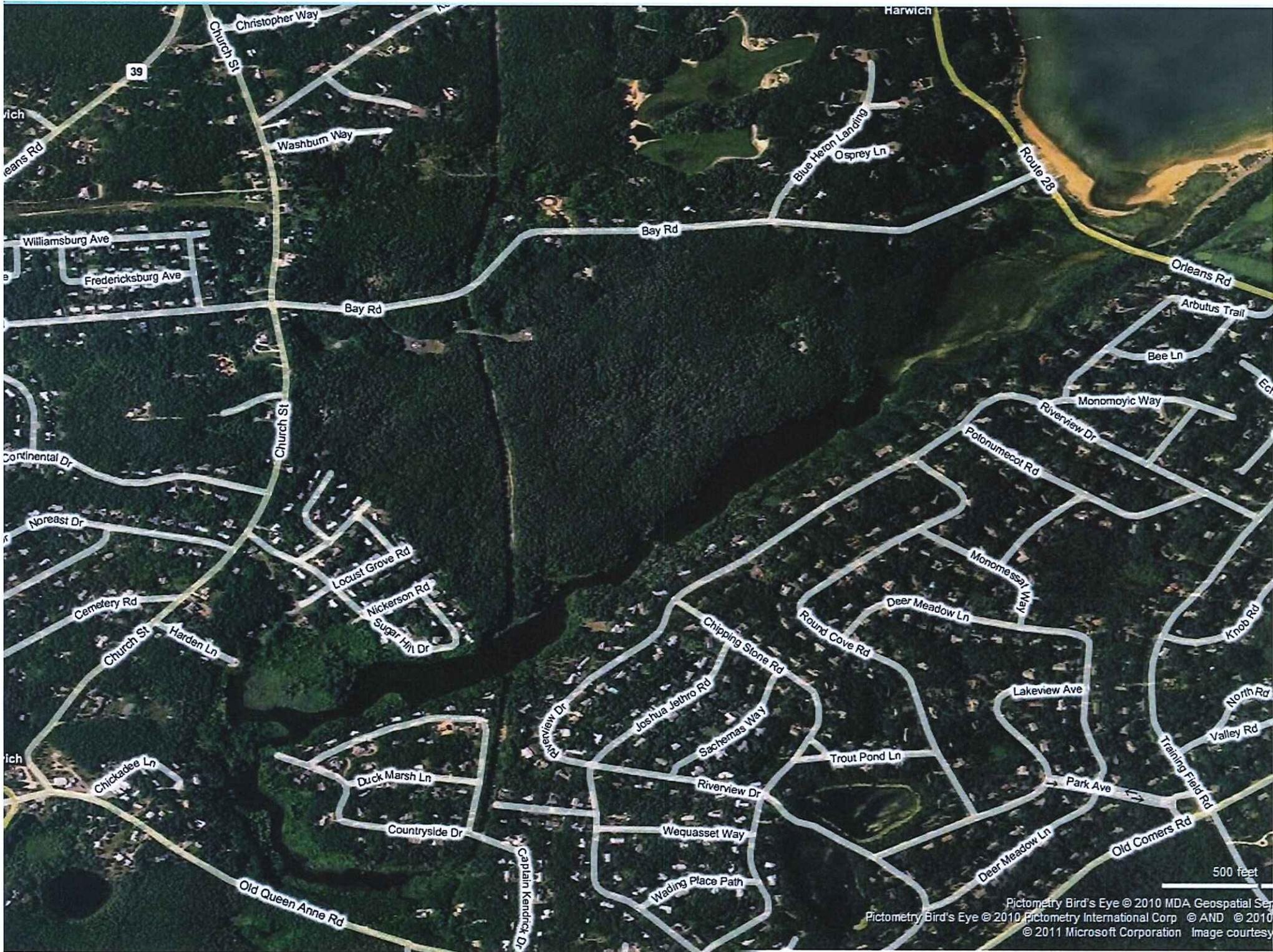
Eric Beebe, Recreation Director

Muddy Creek Restoration Bridge Project



With Support From:





39

Harwich

Route 28

500 feet

Pictometry Bird's Eye © 2010 MDA Geospatial Ser
Pictometry Bird's Eye © 2010 Pictometry International Corp © AND © 2010
© 2011 Microsoft Corporation Image courtesy

Existing Conditions

- ❖ Restricted tidal flushing
- ❖ Poor water quality
 - Total Nitrogen TMDL
 - Bacterial TMDL
- ❖ Wetlands impacts
 - Loss of marine wetlands
 - Introduction of invasive species
- ❖ Shellfish Closures
- ❖ Limitations on fish passage
- ❖ Limited public water access



Restoration Assessment

- ❖ Alternatives – Chatham MEP (2003)
- ❖ Priority Project – MassDER Wetland Restoration Program (2008)
- ❖ Hydrodynamic model → optimal opening (2009)
- ❖ Water Quality & Resource Assessments Confirmed Benefits (2010–2012)
- ❖ Design alternatives → single span bridge (2012)
- ❖ Design and permitting (2013–present)

Restoration Benefits – Wetlands

- ❖ 56 acres of wetlands restored
- ❖ Long-Term Restoration Benefits
 - Increased Salinity and Tidal Range
 - Reduction of Invasive Stands – Improved Biodiversity
 - Expansion of Tidal Mud Flats and Low Marsh Communities
 - New and Expanded Brackish & High Marsh Communities
 - Improved Habitat for several High Priority Species / Populations of migratory waterfowl & other migratory species.



Restoration Benefits – Fish/Shellfish

❖ Long-Term Restoration Benefits

- Larger Channel Opening Will Improve Fish Passage Opportunities for American eel, Alewife, White Perch, Frost Fish and Blue Crab.
- Increased Tidal Exchange Will Improve Water and Habitat Quality
- Improved Shellfish habitat (formerly a robust habitat for quahog (*Mercenaria mercenaria*);



Project Design



NORTH ELEVATION VIEW – PLEASANT BAY SIDE

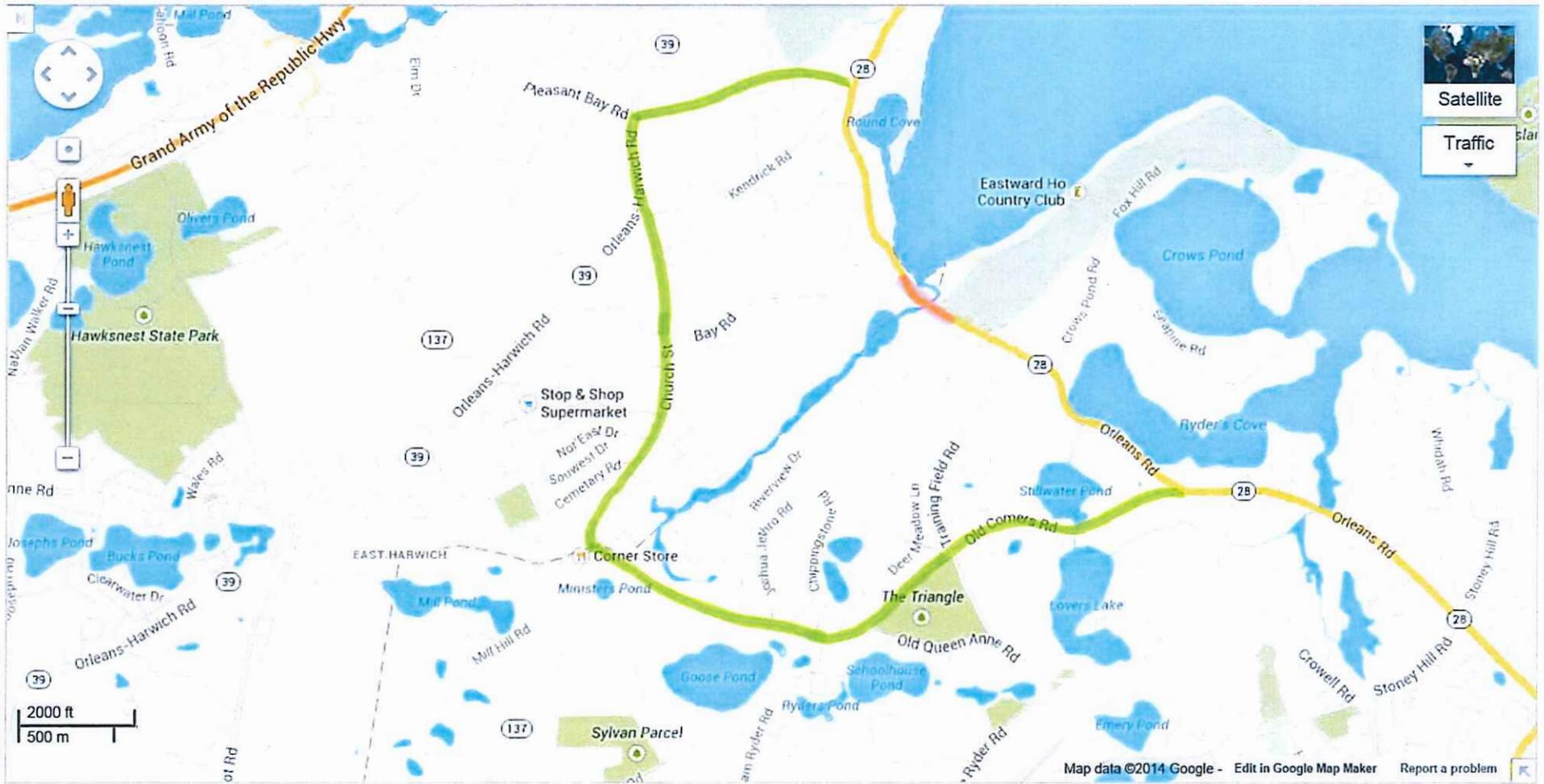


SOUTH ELEVATION VIEW – CREEK SIDE

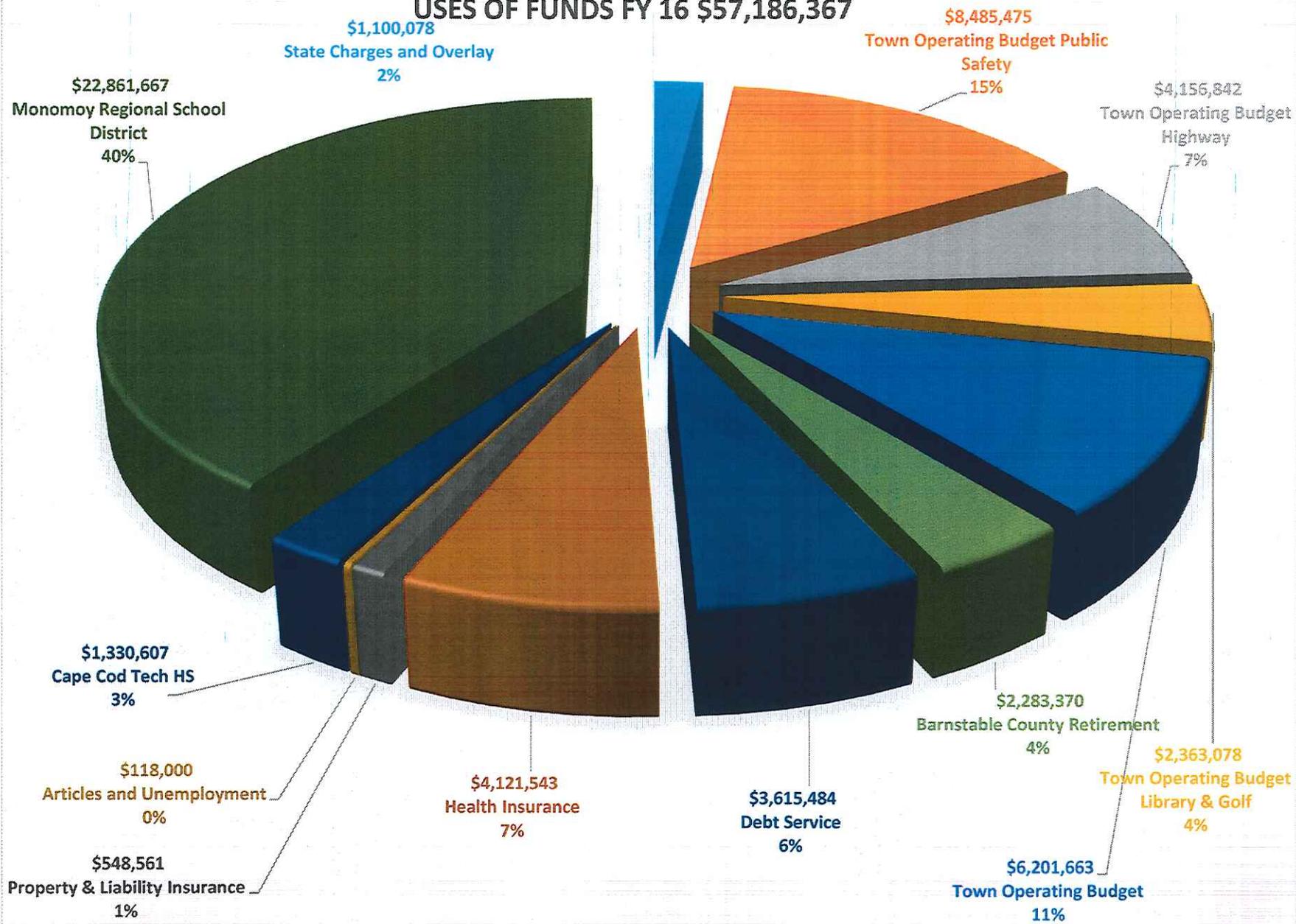


Project Milestones

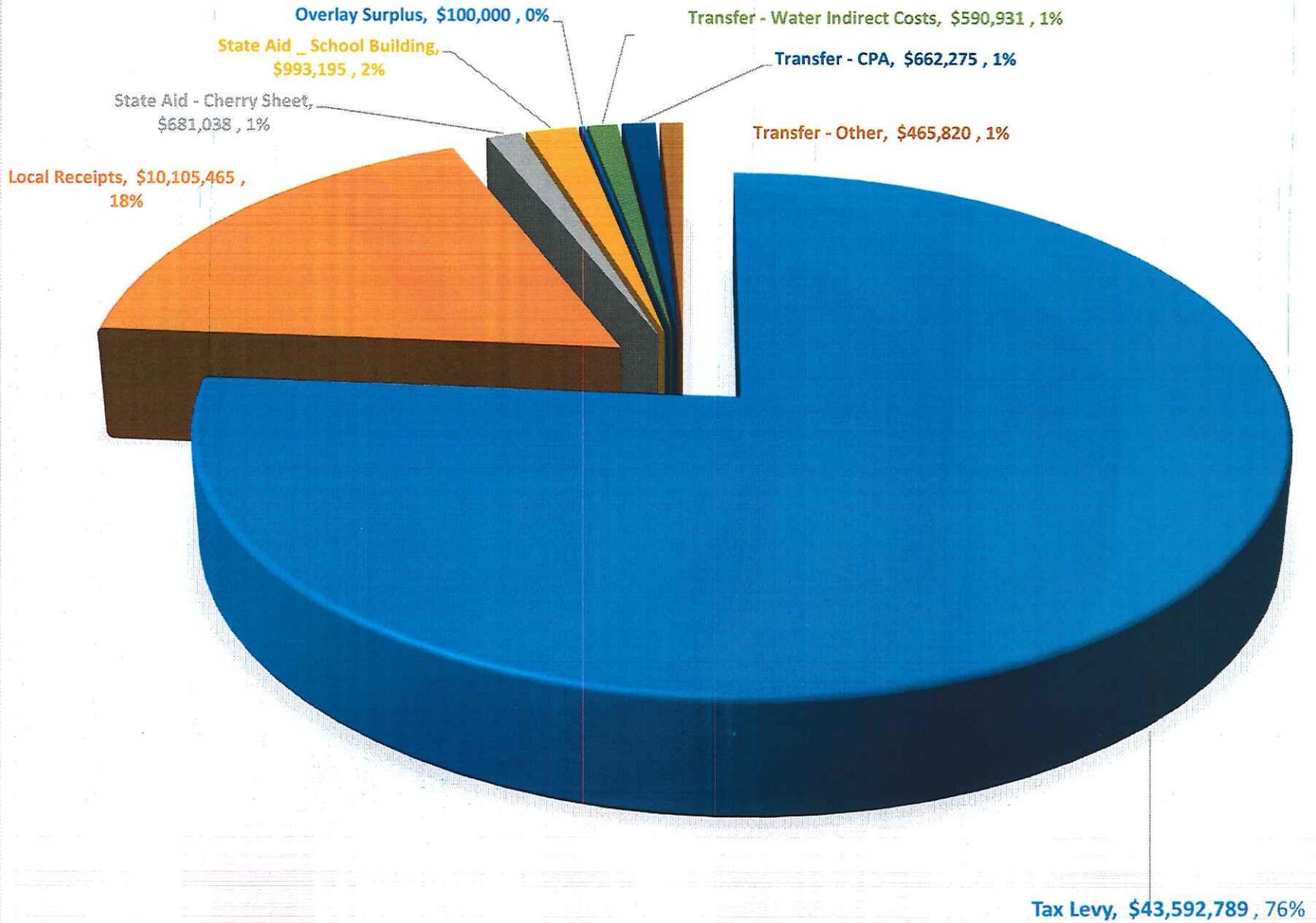
- ❖ Complete Environmental Permitting 6/2015
- ❖ Complete MassDOT Approvals 7/2015
- ❖ Construction Start 9/2015
- ❖ Road Closure to Traffic 12/2015
- ❖ Road Open to Traffic 5/2016
- ❖ Final Paving, Marking,
Utility Relocation 5/2016
- ❖ Substantial Completion 6/2016



USES OF FUNDS FY 16 \$57,186,367



SOURCES OF FUNDS FY 16 \$57,191,512



**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MAY 18, 2015
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Cebula, Hughes, LaMantia, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, John Rendon, Heinz Proft, Barbara-Anne Foley, Jim Cheverie, Richard Gunderson, Barry Knowles, Sally Urbano, Lou Urbano, and others.

MEETING CALLED TO ORDER at 6:30 p.m. by Chairman Ballantine.

Chairman Ballantine reported that the Board had just come out of Executive Session where they discussed the Hall and Sutphin properties.

WEEKLY BRIEFING

Mr. Hughes presented plaques to Mr. McManus and Mr. Ballantine recognizing them for their very significant service to the Town. Mr. McManus and Mr. Ballantine thanked the citizens for putting their faith in them and allowing them the privilege to serve as Selectmen.

PUBLIC COMMENT/ANNOUNCEMENTS

Mr. LaMantia commented on an editorial in the Cape Cod Times entitled "Telling the Truth" and a letter to the Chronicle entitled "Who's the Boss in Harwich?"

The Board took questions from Mr. Fratus about potential sewerage of the Town.

CONSENT AGENDA

- A. Approve Chapter 90 Project Request
- B. Confirm appointment of Susan Kerr as Administrative Assistant in the Treasurer/Collector's Office as recommended
- C. Approve Common Victualler license renewal for Perks
- D. Approve Weekday Entertainment license renewal for Perks
- E. Approve request for assistance from the Caleb Chase Fund
- F. Rescind committee appointments of May 11, 2015 due to posting error

Mr. McManus moved approval of the Consent Agenda and the recommended actions thereon with the exception of Item F. Mr. Hughes seconded the motion and the motion carried by a unanimous vote.

With regard to Item F, Ms. Cebula said that Interview Subcommittee interviews for these appointments did not get posted so therefore we are rescinding those appointments, are meeting with the candidates again and we will bring the appointments back. She moved to accept

rescinding these appointments for the reasons stated. Mr. LaMantia seconded the motion and the motion carried by a 4-0-1 vote with Mr. McManus abstaining from the vote.

PUBLIC HEARINGS/PRESENTATIONS *(Not earlier than 6:30 P.M.)*

A. Public Hearing – Proposed Fee Amendments to Marine Fee Schedule relative to Short-Term Dockage – *discussion and possible vote*

Mr. McManus read the hearing notice into record. Chairman Ballantine opened the hearing. Mr. Rendon outlined the amendments and took questions from the Board. Mr. Proft responded to questions from Jim Cheverie regarding the number of boats that tie up. Chairman Ballantine closed the hearing. Mr. McManus moved to approve the recommended short term tie up rates by the Waterways Committee. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

B. Presentation from the Middle School Re-Purpose Committee – *Larry Brophy, Chair*
– *discussion*

Larry Brophy outlined the Committee’s findings as outlined in their report (attached). He stated that he would like the committee to follow through and find some answers. Ms. Cebula questioned what the cost is to retain the property and go through renovations. Mr. Brophy responded that the committee didn’t feel comfortable bringing forward estimates. Mr. MacAskill stated that they would need to hire professional help to do so. Mr. LaMantia stated that he is a little disappointed that there isn’t an estimated range and there is no rationale indicated for the recommendation. Mr. Brophy said they heard from a lot of people on the pros and cons.

Mr. Clark stated that we need to establish a consensus as to what we seek to accomplish, what do neighbors want on site and most importantly what is going to be palatable to Town Meeting.

Mr. Hughes commented that he was at least expecting a schematic floor plan of the two floors with allocations.

Mr. McManus stated that you need to have some program of use so you can get an idea of the cost to rehab, you need to know how much traffic there would be, how it would affect the Elementary School and how the parents feel about it. He commented that the only potential use that would dovetail nicely with the school is another school.

Ms. Cebula commented that she keeps hearing we should keep the property for municipal use but there is not enough discussion as to who would manage this and she questioned if the Town wants to be in a position to become landlords.

Mr. Clark cautioned that if the building becomes “mothballed” we won’t be able to actively market it. He suggested demolishing a portion of the building and keeping the rest for future use. Ms. Cebula stressed that the building needs to be brought up to code and the space will likely be inadequate in the future for use.

The Board took comments from Jim Cheverie, Barry Knowles, Richard Gunderson, and Gary Carreiro. Barbara-Anne Foley recommended using an organization such as SCORE to assist us in estimating the costs.

It was agreed that more members were needed on the committee. Mr. Hughes asked the committee to come back with their short term plan such as what the building might be used for and Mr. Clark asked the committee for a recommendation on how to move forward. Chairman Ballantine asked that in the next few weeks the committee outline how they are going to get some costs and come back to the Board.

NEW BUSINESS

- A. Request by Coastal Engineering to accept pier, ramp and float location for Peter & Lisa Hennessy – *discussion and possible vote*

Chairman Ballantine reported that this request has been approved by both the Conservation Commission and Waterways Committee. He noted that it is only coming before the Board as we are abutters and they need indication that we are closer than 25 feet from the property line. Mr. McManus moved to approve the location as recommended by those two bodies at 637 Route 28 and also state that we have no objections to being closer than 25 feet to the property line. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

- B. Letter to MassDOT regarding Sidewalk Construction Future Maintenance – *discussion and possible vote*

After a brief discussion, Mr. McManus moved to approve and send the letter. Ms. Cebula seconded the motion and the motion carried by a unanimous vote.

SELECTMEN'S REPORT

- A. Board of Selectmen's Rules of Operation – *discussion*

The Board did not discuss this item.

Mr. McManus thanked the staff of the Town for all their assistance over the years.

ADJOURNMENT

Ms. Cebula moved to adjourn at 8:31 p.m. Mr. Hughes seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JULY 13, 2015
6:30 P.M.**

SELECTMEN PRESENT: Brown, Cebula, Hughes, LaMantia, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Fire Chief Norman Clarke, Deputy Fire Chief Kent Farrenkopf, Deputy Police Chief Thomas Gagnon, Officer Derek Dutra, John Rendon, William Neiser, Conor Smith, Barbara-Anne Foley, and others.

MEETING CALLED TO ORDER at 6:30 p.m. by Chairman Peter Hughes.

Chairman Hughes reported that the Board had just come out of Executive Session where they discussed union negotiations, land acquisition and legal matters. He announced that they expect to close on the Downey property by the end of July.

WEEKLY BRIEFING

- A. Deputy Chief Tom Gagnon –Presentation of lifesaving award to Lucy MacDonald

Deputy Police Chief Gagnon and Officer Derek Dutra presented registered nurse Lucy MacDonald of Rochester, NY with a lifesaving award for administering CPR to a resident who went into cardiac arrest while riding on the bike trail on June 12, 2015. Deputy Chief Gagnon formally commended all those who assisted in the rescue effort including Richard Berube, Chris Nickerson, Brian Albee, Officer Dutra, Captain Parker and Firefighter Clarke.

- B. Deputy Chief Kent Farrenkopf – Presentation of lifesaving awards to William Neiser and Conor Smith (Harbormaster employees)

Deputy Fire Chief Kent Farrenkopf presented lifesaving awards to Harbor Department employees William Neiser and Conor Smith for actions they took saving a mariner from a burning boat off of Saquatucket Harbor on June 7, 2015. He stated that their quick response prevented the mariner from serious injury.

Chief Clarke introduced new Fire Fighter / EMT James Clarke and noted that he will be sworn in on Friday.

PUBLIC COMMENT/ANNOUNCEMENTS – Harwich Cultural Council and the Council on Aging present *The Mediterranean Pathway to Wellness*

Barbara-Anne Foley noted that a dietitian will be presenting a program tomorrow on the Mediterranean diet. She thanked the Harwich Cultural Council for sponsoring this event.

CONSENT AGENDA

- A. Approve Minutes – May 18, 2015 Regular Session

- B. Authorize the Town Administrator to execute the Muddy Creek Restoration Bridge Project Grant in the amount of \$2,873,799
- C. Confirm the appointment of James Clarke as a Fire Fighter EMT-B (hiring step)
- D. Approve the following On-Call Police Officer/ Keeper of the Lock-Up appointment recommendations (\$19.25, Step 3)
 - 1. William A. Mason
 - 2. David Jacek
- E. Approve application by Maulik Corp. d/b/a Value Mart for 10:00 a.m. opening time on Sundays for sale of alcohol
- F. Approve application for new Auto Class II Used Car Dealer and Auto Class IV Auto Repairman Licenses for Sam's Automotive Center, 413 Route 28, Harwich Port
- G. Approve application for Change of Manager on liquor license for Allen Harbor Yacht Club, Inc. contingent on receipt of Certificate of Good Standing and successful background check
- H. Designate Selectmen Michael MacAskill and Angelo La Mantia as Harwich's representatives to the Harwich/Chatham Wastewater Sub-Committee
- I. Approve appointment of Dave Callaghan as Real Estate and Open Space representative to the Trails Committee
- J. Accept the resignation of Paul Lagg from the Harwich Cultural Council effective immediately
- K. Authorize the Chairman to sign letters of request for Special Legislation relative to Article 36 of the May 2015 Annual Town Meeting – Amend the Town Charter – Section 6-7-2 Library Trustees
- L. Approve request for assistance from the Caleb Chase Fund as recommended

Ms. Cebula moved to accept the minutes of May 18, 2015. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote. With regard to Item C, Chairman Hughes said there will be an agenda item on the July 27th agenda to discuss appointment authority over Fire Department appointments but in the interest of time, the Board will be voting this tonight. Mr. MacAskill said he would like to hold Item J pending additional information. Ms. Brown moved approval of the balance of the Consent Agenda. Mr. LaMantia seconded the motion. The Board agreed to also hold Item C. Mr. Howell requested that a copy of the letter indicated in Item K be sent to the By-Law Charter Review Committee. The motion carried by a unanimous vote. Mr. MacAskill moved to confirm the appointment of James Clarke as a Fire Fighter EMT-B (Item C). Ms. Cebula seconded the motion. Ms. Hall stated that the Board does not have the authority to make the vote per the Charter and Massachusetts General Law and it is a useless vote. Mr. Howell stated that he doesn't see what harm would be done if they ratified the action but said he believes that the Charter and Massachusetts General Law is clear. The motion carried by a 4-1-0 vote with Ms. Brown in opposition.

OLD BUSINESS

- A. Selectmen's FY 16 Economic Goals and Objectives – *discussion & possible vote*

Ms. Brown outlined the draft economic goals (attached) and noted that she and Ms. Cebula focused on making them measurable. With regard to parking, Mr. Clark said he would follow up with David Spitz on coordinating parking with TD Bank which has been discussed and he will come back to the Board. With regard to the recommendation to form an Economic Development Committee, Chairman Hughes noted that someone has to write a charge. Mr. LaMantia recommended that they include representatives from the Chamber of Commerce on the committee. With regard to the

recommendation to reduce the number of applications forms for permits by half, Mr. Clark cautioned that some of these forms are required by the state. Ms. Cebula asked Mr. Clark if he could arrange for the Chamber to come in to discuss where they are with their branding project and Mr. Clark said he would discuss it with them at their meeting tomorrow. It was agreed to ask Mr. Spitz and Ms. Champagne to come in to discuss streamlining of the application process.

B. Town Administrator FY 16 Goals and Objectives – *discussion & possible vote*

Mr. Clark outlined his goals (see attached). No vote was taken.

NEW BUSINESS

A. Wastewater Educational Moment; Harwich areas to be sewerred (fig. 12-3) – *discussion*

Chairman Hughes presented a slide of Figure 12-3 of the Comprehensive Wastewater Management Plan and pointed out the areas that would potentially be sewerred.

B. Middle School Insurance – *discussion & possible vote*

Mr. Clark outlined the following memo dated July 10, 2015.

I have been asked to provide a timeline by the Chair of insurance coverage issues at the Middle School. It has been the goal of this administration to mitigate insurance costs on the Middle School. The timeline of significant events: Monomoy Regional School District controlled the Middle School up until September 2014. The Town of Harwich provided insurance coverage through MIIA on the building. The coverage was included within our blanket coverage of all active Town buildings and was on for replacement value. By being on our blanket coverage, if the building had property damage to it in excess of the stated value, the replacement costs would be afforded to the Town to replace the building. This is the typical coverage afforded to Town buildings in active use. In September 2014, the Middle School went from being a fully utilized facility to being a diminished utilized facility under Town operation. Administration specifically took actions to maintain some element of activity in the building through our Recreation Department and our Community Center Department. Administration further directed the facilities division to continue to heat, maintain and monitor the building during the time of Town use. A general discussion was held with MIIA prior to the turnover of the building. Administration indicated in that discussion that the Town was contemplating a more permanent reuse of the facility and during this period of transition the Town would continue some use of the building and had funding for maintenance and operation of the building. The recent events of MIIA being contacted has led to an additional discussion with MIIA about the operation of the building. MIIA has decided as of June 1, 2015 to change the category of coverage from our blanket to actual cash value. This action also lists the building separately. The blanket value assigned to the building was \$13 million and the actual cash value of the building has been diminished to approximately \$10 million. This does have the ramification of diminishing the amount of money available to the Town to reconstruct the building if a significant event happened at it. There is also an increased premium cost to this type of coverage because of the diminished use. By having the Middle School stay in a diminished use capacity and having the coverage be actual cash value as it is now been determined by MIIA we have successfully avoided and so long as the use and the oversight continue can continue to avoid having the building be deemed totally vacant. In a discussion, with our insurer it was pointed out that in another community with a purely vacant school of approximately \$9 million of value the

vacant building coverage was in excess of \$185,000. As the Board is fully aware, the total funding for maintenance of the Middle School is only \$125,000. I believe that the actions of administration throughout this process have had the desired effect of significant cost avoidance while the study of the reuse of the building continues.

I hope this clarifies the coverage decisions made by administration and the rationale. I do concur that I should have provided specifically to MIIA upon our receipt of the transition of use of the building from school purposes to Town purposes. The advice provided by administration in the management of this situation in my opinion has saved the Town a significant amount of money. I will continue to encourage our Recreation and Community Development departments to continue to use the building during this period of transition until the final disposition of the building can be determined.

No action was taken by the Board.

TOWN ADMINISTRATOR'S REPORT

A. MRSD/Chatham Draft Concept Funding

Mr. Clark reported that he has shared the document with Superintendent Carpenter and asked him to review it. Chairman Hughes said Mr. Clark should make a financial presentation to the Board on this to see if we can afford this. Ms. Cebula asked that it be made clearer that it is 2 1/2 % plus the growth.

B. Assistant Town Administrator Search

Mr. Clark noted that the ad has been placed for Assistant Town Administrator and the deadline is August 6.

C. Town Administrator vacation schedule – July 20-24

Mr. Clark noted he would be on vacation from July 20 to 24 but he would be available to respond to issues if necessary.

D. Bike Path Crossings

Mr. Clark stated that we need to raise the level of awareness for people crossing the road on bicycles including wearing reflective clothing and we must continue to try to educate people and look at potential innovations which he will review with Eric Beebe. Ms. Brown asked for the bike crossings to be painted. She noted that the bikers aren't stopping and recommended writing STOP on the crossings.

E. 208 Update

Mr. Clark suggested that they ask Mr. Ballantine to come in to discuss the progress being made on this issue. Chairman Hughes asked Mr. Clark to make sure that Mr. Ballantine has officially been appointed as our representative to the committee. Mr. DeCosta noted that Mr. Ballantine is being considered to be appointed to the Finance Committee which would interfere with him serving on this committee if he is a Board appointment.

F. VHB - Transportation Improvement Project contract approval

Mr. Clark reported that we have asked VHB to do a site walk of the West Harwich area on Route 28 from the Herring River to the Town line and also scheduled within that to meet with the area residents to try to get some vision down.

Mr. Clark noted that he is keeping an eye on the rising costs of the Cape Cod Municipal Health Group and we may need to look at other options in the future.

ADJOURNMENT

Chairman Hughes adjourned the meeting at 8:29 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary

Bid Opening Minutes
Thursday, July 23, 2015
Allen Harbor Precast Concrete Restroom

At 2:00 P.M., July 23, 2015, in the presence of John Rendon, Harbor Master, Bob Cafarelli received and opened sealed bids for the manufacture and delivery of a precast concrete restroom for the Allen Harbor parking area.

One bid was submitted:

Company Name	Bid Price
Shea Concrete Products	\$43,600

All required paperwork appeared to be submitted with bids.

The price appears to be reasonable and within budget. John Rendon and I recommend award of the contract to Shea Concrete Products for \$43,600.

Notes by: Bob Cafarelli, Town Engineer

**CONTRACTOR AGREEMENT
ALLEN HARBOR PRE CAST RESTROOM**

COPY

THIS AGREEMENT made this 10th day of August, 2015 between the Town of Harwich, Massachusetts, hereinafter called the "Owner" and Shea Concrete Products, hereinafter called the "Contractor."

WITNESSETH, that the Owner and the Contractor for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall perform all the work required by the Contract Documents for the furnishing of one modular, prefabricated concrete restroom structure at Allen Harbor, prepared by the Town of Harwich acting as, and referred to in these Contract Documents as the "Engineer".

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to Completion (including construction and delivery of unit) by October 22, 2015. Damages for delays in the performance of the work shall be in accordance with the Conditions of the Contract in the amount of \$200.00 dollars per calendar day for each day of delay.

Article 3. THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order the Contract Sum (\$43,600)

Article 4. THE CONTRACT DOCUMENTS: The following together with the Agreement Form the Contract and all are as fully a part of the Contract as if attached to this agreement or repeated herein: the Advertisement, Request for Proposals, Contract Forms, Conditions of the Contract, and all appendixes, Addenda, and Modifications issued after execution of the Contract.

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

The undersigned, Andrew Gould, in compliance with the Commonwealth of Massachusetts General Laws (Ter. Ed) Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available out of Account Number _____.

Andrew Gould, Finance Director/Town Accountant

CONTRACTOR:

THE TOWN:

Company Name:

Harwich Board of Selectmen

Signed By:

Title:

Date:

ATTEST:

Name: _____

Title: _____

Sandy Robinson

From: Christopher Clark
Sent: Monday, August 03, 2015 3:36 PM
To: Sandy Robinson
Cc: Robert Cafarelli; peter hughes
Subject: FW: Amendment 5, Muddy Creek
Attachments: Amendment 5 -2015-07-28.pdf

Sandy,

I agree with Bob Cafarelli that this is ready for board of selectmen's approval. The initial contract and amendments with CDRM were pertaining to the design portion of the Muddy Creek Project. This amendment number five will engage CDRM through the construction phase of this project. Resident inspection is critical to be sure that what is built is consistent with what was designed.

Chris

Christopher Clark
Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645
Tel. 508.430.7513
Fax.508.432.5039
cclark@town.harwich.ma.us

From: Bob Cafarelli [mailto:rcafarelli@town.harwich.ma.us]
Sent: Wednesday, July 29, 2015 8:40 AM
To: Christopher Clark <cclark@town.harwich.ma.us>
Cc: Sandy Robinson <srobinson@town.harwich.ma.us>; Ann Steidel <asteidel@town.harwich.ma.us>; 'Larry Ballantine' <larryballantine@yahoo.com>
Subject: Amendment 5, Muddy Creek

Attached is CDRM contract Amendment 5 for construction engineering services for the Muddy Creek bridge. This is ready for Selectmen signatures.

Bob

Robert Cafarelli, P.E.

Town Engineer
Town of Harwich
732 Main Street
Harwich, MA 02645
Tel: 508-430-7508
email: rcafarelli@town.harwich.ma.us

COPY

AMENDMENT NO. 5

to the

Contract for Design Services Dated March 11, 2013

by and between the

Town of Harwich

and

CDR MAGUIRE INC.

for the

**Design Services for the Muddy Creek Restoration Bridge
Project**

THIS AMENDMENT No. 5, by and between the **Town of Harwich, Massachusetts**, hereinafter referred to as the "OWNER" and **CDR MAGUIRE INC.**, an engineering firm having a place of business at 225 Chapman Street, Providence, Rhode Island, hereinafter referred to as the "ENGINEER."

WHEREAS, March 11, 2103 , the **OWNER** and the **ENGINEER** entered into the above-referenced Contract for Designer Services (the Contract) for the Muddy Creek Restoration Bridge Project (the Project), pursuant to which CDR Maguire is to, among other things, perform design services for the Project as set forth in the Contract; and

WHEREAS, the OWNER and the ENGINEER subsequently entered into Amendment No. 1 on February 27, 2014 to the Design Services Contract to amend the hydraulic and scour analysis service, and Amendment No. 2 on October 16, 2014 to the Design Services Contract to amend the project scope and compensation to comply with MassDOT Green DOT design policy and new Bridge Design Manual with new Insurance Rating Map, and Amendment No. 3 on October 16, 2014 to the Design Services Contract to amend the project scope and compensation for additional wetland flagging, field survey and base mapping revision, and Amendment No. 4 on March 6, 2015 to the Design Services Contract to amend the project scope and compensation for additional design services to accommodate the scour analysis and revision of the final design.

WHEREAS, the Design Services Contract and Amendment 1, 2, 3,4 thereto remain full force and effect.

WITNESSETH that the OWNER and the ENGINEER desire to further amend the Design Services Contract to provide additional design services to accommodate the project bid, contract awarding and construction oversight during project construction.

NOW, THEREFORE, the OWNER and the ENGINEER, for the consideration hereinafter set forth, agree to amend the scope of services and compensation as described in the detail of Appendix A of this Amendment No. 5.

IN WITNESS WHEREOF, the OWNER and ENGINEER have made and executed this AMENDMENT No. 4 to the CONTRACT on this 28th day of July, 2015.

CDR Maguire Inc.

Signed:

Yihui Wu

Printed Name of Signatory:

Yihui Peter Wu

Title of Signatory:

Vice President

**Town of Harwich,
By its Board of Selectmen**



CDR | MAGUIRE

July 13, 2015 (Revised July ,22,2015;July 28, 2015)

Mr. Christopher Clark
Harwich Town Administrator
723 Main Street
Harwich, MA 02645

**Re: Muddy Creek Restoration Bridge Project [Bridge No. C-07-005 = H-10-012 (BNJ)
Towns of Harwich and Chatham, MA
Project Advertisement and Construction Phase Service**

Attn: Robert Cafarelli

Dear Mr. Clark

As you are aware, the project will be advertised on July 22, 2105. As request, CDR Maguire will provide the consulting service for bidding and contracting, construction inspection, shop drawing review, RFI response and advice furnish, on site consultant and others. As indicated in the contract (dated March 12, 2013) and all contract amendments (#1 to #4), the above service tasks have not been included in the current contract.

During the project design, the project scope has been revised to comply with MassDOT deign policy change and update, CDR Maguire has discussed the change and its impact to service for advertisement and construction phase service. It is anticipated that the service will include the following tasks:

1. Project Team Meeting and Communication.
2. Bidding and Negotiation
3. Construction Inspection
4. Shop drawing review and approval, RFI response, advice furnish and on site consulting service.
5. As-Built Plans and Certificate of Compliance.

Attached for your review are the task descriptions and fee proposal for the above tasks. This proposal does not include required efforts for construction oversight, material testing and quality assurance, it is CDR Maguire's understanding that Town is requesting MassDOT to provide the service of construction oversight, material testing and quality assurance.

We respectfully request your expedited review and authorization for these tasks so we can proceed in a timely manner. Please feel free to contact me at 401-437-5631 with any questions or comments

Very truly yours,

CDR MAGUIRE INC.

Y. Peter Wu, PhD, PE
Vice President /Project Manager

Appendix A

HARWICH, MASSACHUSETTS

723 Main Street, Harwich, MA

SCOPE OF SERVICES

-Task Description for Construction Phase Service

Bridge C-07-005=H-10-012.
Route 28 over Muddy Creek, Chatham-Harwich, MA

Prepared by CDR Maguire Inc.
July 13, 2015
(Revised July 22, 2015)
(Revised July 28, 2015)

HARWICH, MASSACHUSETTS

TASK DESCRIPTIONS

General

CDR Maguire was contracted with the town of Harwich to provide design service for Route 28 over Muddy Creek bridge replacement and related highway/traffic construction, environmental permitting.

The project is advertised on July 22, 2015. As requested, CDR Maguire will continue to assist the town providing consulting service and construction inspection during the project construction.

The project design has undertaken extensive modification to accommodate MassDOT Directive E-14-001, the Healthy Transportation Initiative. To comply with this new directive, the project bridge and approach roadway has to be widened to accommodate the sidewalk and shoulder width requirements.

The design changes will also impact the scope of project construction phase service. Construction duration will be increased resulting in need of additional efforts for construction inspection, additional shop drawing submittal and review, RFI and Resident Engineer on site.

The description of the following tasks does not include efforts for Construction oversight, material testing and quality assurance. It is CDR Maguire's understanding that the Town has requested MassDOT to provide the service of construction oversight, material testing and quality assurance.

The proposal is developed based upon the project to be advertised on July 22, 2015, and maximum 16 week route 28 closure and project substantial completion at May, 2016.

Task 1. PROJECT TEAM MEETINGS AND COMMUNICATION

1.) Project Meetings

CDR Maguire's project manager and engineer will attend the project monthly coordination meeting, project site visit meeting for bidding, pre-construction meeting, bridge final walk inspection prior bridge open to traffic and other coordination meetings with the town, state agency. It is anticipated 12 project meetings will required for project construction. CDR Maguire will prepare the meeting agenda and meeting minutes.

2.) Project Coordination and Communications

CDR Maguire will coordinate and communicate with the Towns of Harwich and Chatham, MassDOT and District 5 office for construction progress, scheduling, inspection, material testing, quality assurance, and any other construction related issues.

HARWICH, MASSACHUSETTS

Task 7. BIDDING AND CONTRACT AWARD NEGOCIATION

CDR Maguire will assist the project team in advertising the project. We will prepare bidding documents, prepare and issue contract addenda, answer bidder's question, attend pre-bid project on site meeting.

We will assist the town analyzing the bid proposals and contractor qualifications, reviewing bid quantities, identifying any items with potential discrepancies based upon the bids submitted, checking lowest bid reference, necessary coordination with MassDOT, preparing recommendation letter to Town for contract award.

Task 8. CONSTRUCTION INSPECTION, SHOP DRAWING REVIEW, RFI AND ADVICE FURNISH, ON SITE CONSULTING

CDR Maguire resident engineer will perform the construction inspection, monitoring and observation during the construction, coordinating with the project construction manager for administration. Construction Weekly/Monthly report will be prepared by CDRM resident engineer; a final report will be prepared and submitted to the Town after construction completion.

CDR Maguire will review/approve project shop drawings submittals, provide design revision if needed due to unforeseen conditions, respond to constructor's RFI and questions.

The proposal is developed by assuming 50 shop draws and procedure submittals, 30 RFI, and no MassDOT participation of shop drawing approval. Copy of approved show drawings will be submitted to MassDOT.

Task 9. AS-BUILT PLANS AND CERTIFICATE OF COMPLIANCE

CDR Maguire team will develop the as-built plan, perform the final walk through inspection with MassDOT, and prepare the certificate of compliance after construction substantial completion.

MUDDY CREEK RESTORATION BRIDGE PROJECT, HARWICH, MA
Design Service Fee for 07-13-2015 Construction Phase Engineering Service

CONSULTANT: CDR|Maguire Inc.
BRIDGE: Route 28 over Muddy Creek
CITY/TOWN: Chatham and Harwich, MA

Design Engineering Services

Task #	Description	Unit	Total
1	Project Team Meetings and Communication	Lump Sum	\$17,368.56
2	Development and Submission of 25% Design Plans and Specifications	Lump Sum	\$0.00
3	Development, Submission and Tracking of Permit Applications	Lump Sum	\$0.00
4	Development of Traffic Management Plan	Lump Sum	\$0.00
5	Development and Submission of 75%/100% Design Plans and Specifications	Lump Sum	\$0.00
6	Final Design Plan and Detail Review, Specifications, Bid Documents, and Cost Estimates for Bridge	Lump Sum	\$0.00
7	Bidding and Negotiation	Lump Sum	\$19,186.20
8	Construction Insepection and Consulting	Lump Sum	\$129,733.16
9	As-Built Plans and Certificates of Compliance	Lump Sum	\$4,981.68
Subtotal:			\$171,269.60

**MUDDY CREEK RESTORATION BRIDGE PROJECT, Harwich, MA
DESIGN FEE ESTIMATE & COST BREAKDOWN**

CONSULTANT:
BRIDGE:
CITY/TOWN:

CDR Maguire Inc.
Route 28 over Muddy Creek
Harwich, MA

TASK	Project Manager	Project Engineer	Staff Engineer	TD	WS	TYP	Direct Cost Subtotal	SubTotal		Net Fee	Direct Expense	Total
								Indirect Cost				
Project Team Meetings and Communication	\$2,880.00	\$2,304.00	\$1,008.00	\$0.00	\$0.00	\$0.00	\$6,192.00	\$9,597.60	\$1,578.96	\$0.00	\$0.00	\$17,368.56
Development and Submission of 25% Design Plans and Specifications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Development, Submission and Tracking of Permit Applications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Development of Traffic Management Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Development and Submission of 75%/100% Design Plans and Specifications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Design Plan and Detail Review, Specifications, Bid Documents, and Cost Estimates for Bridge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bidding and Negotiation	\$1,560.00	\$3,264.00	\$2,016.00	\$0.00	\$0.00	\$0.00	\$6,840.00	\$10,602.00	\$1,744.20	\$0.00	\$0.00	\$19,186.20
Construction Inspection and Consulting	\$2,160.00	\$4,224.00	\$3,128.00	\$0.00	\$0.00	\$0.00	\$43,512.00	\$67,443.60	\$11,095.56	\$7,682.00	\$129,733.16	
As-Built Plans and Certificates of Compliance	\$420.00	\$0.00	\$420.00	\$936.00	\$0.00	\$0.00	\$1,776.00	\$2,752.80	\$452.88	\$0.00	\$4,981.88	
TOTAL DIRECT COST FEE	\$7,020.00	\$9,792.00	\$40,572.00	\$936.00	\$0.00	\$0.00				\$0.00		\$171,269.60
HOURLY RATES	\$60.00	\$48.00	\$42.00	\$26.00	\$23.00	\$26.00						
DIRECT PAYROLL	\$7,020.00	\$9,792.00	\$40,572.00	\$936.00	\$0.00	\$0.00						

Summary of Costs:

Salary Cost:		\$ 58,320.00
Indirect Costs	1.5500	\$ 90,396.00
Net Fee	10%	\$ 14,871.60
Total Fee		\$ 163,587.60

Direct Expenses:

Photos, Postage, Misc	\$ 200.00
Mileage	\$ 7,332.00
Meat and Lodge	\$ 250.00
CDR/Maguire Direct Expense:	\$ 7,682.00
Total Cost:	\$ 171,269.60

**MUDDY CREEK RESTORATION BRIDGE PROJECT, Harwich, MA
WORK-HOUR SUMMARY**

CONSULTANT:
BRIDGE:
CITY/TOWN:

CDR Maguire Inc.
Route 28 over Muddy Creek
Harwich, MA

TASK	Project Manager	Project Engineer	Staff Engineer	TD	WS	TYP	SubTotal Hours
Project Team Meeting and Communication	48	48	24	0	0	0	120
Development and Submission of 25% Design Plan and Specifications	0	0	0	0	0	0	0
Development, Submission and Tracking of Permit Application	0	0	0	0	0	0	0
Development of Traffic Management Plan	0	0	0	0	0	0	0
Development and Submission of 75%/100% Design Plans and Specifications	0	0	0	0	0	0	0
Final Design Plan and Detail Review, Specifications, Bid Documents, and Cost Estimates for Bridge	0	0	0	0	0	0	0
Bidding and Negotiation	26	68	48	0	0	0	142
Construction Inspection and Consulting	36	88	884	0	0	0	1,008
As-Built Plans and Certificate of Complainece	7	0	10	36	0	0	53
Total Man Hour	117	204	966	36	0	0	1,323

MUDDY CREEK RESTORATION BRIDGE PROJECT, HARWICH, MA

Project Meeting and Coordination

	PM	PE	SE	TD	WS	TYP	TOTAL
1. 25% Design	0	0	0			0	0
2. 75% Design	0	0	0	0		0	0
3. 100% Design	0	0	0	0		0	0
4. Final Design	0	0					0
4. Environmental	0	0	0			0	0
5. Public Hearing	0	0	0				0
6. Community Outreach	0	0					0
7. Pre-Bid Conference	4	4	4				12
8. Pre-Construction Conference	4	4	4				12
9. Construction Coordination Meeting	40	40	16				96
							0
Subtotal	48	48	24	0	0	0	120

MUDDY CREEK RESTORATION BRIDGE PROJECT, HARWICH, MA

Project Bidding Assistance

	PM	PE	SE	TD	WS	TYP	TOTAL
							0
1. Prepare Bidding Documents for Advertisement	16	40	24				80
2. Addenda	4	16	8				28
3. Question and Answer	4	8					12
4. Review Bid and Recommendation of Award	2	4	16				22
							0
							0
Subtotal	26	68	48	0	0	0	142

MUDDY CREEK RESTORATION BRIDGE PROJECT, HARWICH, MA

Project Construction Oversight

	PM	PE	SE	TD	WS	TYP	TOTAL
							0
1. RFI and Field Question	16	40	40				96
2. Shop Drawing Review and Approval	16	40	180				236
3. Construction Inspection			640				640
4. Construction Report and Invoice review	4	8	24				36
							0
							0
Subtotal	36	88	884	0	0	0	1008

Response to Review Comments on CDR Maguire's July 10th, 2015 Proposal for Project Construction Phase Service

1. For Task 7, Preparation of bid doc was in the original task 6

We have discussed the additional efforts needed due to the project scope change to comply with MassDOT standard and regulations. The requested efforts are required to cover the efforts to prepare the bid documents for advertisement, addenda and other needed documents.

2. For Task 7, Would like to see this reflect what was discussed on 7/16 meeting.... CDRM will take apparent lowest bid proposal and review against bid requirements, and send a letter of recommendation to the town, would we also want to check references, or would that be something Bob C would do?

As discussed on the 7/16 meeting, Town will assume the responsibility of Construction Project Manager/Owner's Project Manager, CDRM will assist the town for the bidding and contract award including: attending pre-bid meeting, review bid quantity and prepare quantity adequacy recommendation letter, prepare answers of bidder's questions, continuing coordination with MassDOT. CDRM will also check the lowest bidder's reference. Bond, insurance and other administrative coordination are assumed to be the responsibility of Town's designated project construction manager.

3. For Task 8, Should it be resident engineer? Should specify that CDRM will interface with MassDOT construction oversight and provide recommendation to the towns regarding any issues that come up that need to be.

CDRM will provide resident engineer service during the project construction. Since MassDOT participation in construction oversight, QA/QC and material testing has not been concluded. Required additional efforts for the coordination will be proposed in a separate amendment.

4. For Task 8, original proposal indicated weekly or daily updates with photo as needed, also indicates weekly construction meetings with foreman and issuing meeting minutes.

Construction photo and construction update will be part of Resident Engineer's report, he/she will meet the contractor's staff for construction activities.

5. For Task 8, construction company? or contractors?

RFI is submitted by the contractor.

6. For Task 8 shop drawing, why no MassDOT participation

For MassDOT project construction, shop drawings and procedures are approved by the Engineer. MassDOT will require copy of approved shop drawings. As-built plan shall be submitted to MassDOT after construction completion.

7. For Task 9, see more detail in original proposal

CDRM will prepare the as-built plan and Certificate of compliance. It is CDR Maguire's understanding that the final layout plan will be prepared and submitted by Town's consultant Horsley and Witten Group, Town officials (instead of CDRM sub-consultant GZA) will coordinate with DEP, Harwich and Chatham Conservation Commission for the certificate of compliance. CDR Maguire will coordinate with MassDOT and submit the as-built plan and certificate of compliance to MassDOT.

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF HARWICH

COPY

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the County of Barnstable, hereinafter called the "County," and the Town of Harwich, hereinafter called the "Town."

WHEREAS, Barnstable County received financial assistance in the form of a capital equipment grant from the Commonwealth, through DEM and Waterways to implement a regional maintenance and improvement dredging program, including the purchase and acquisition of a dredge and associated capital equipment; and

WHEREAS, the expenditure of local funds for dredging for maintenance or improvement of the waterways of the Commonwealth is authorized under Chapter 33 of the Acts of 1991; and

WHEREAS, it has been determined that the implementation of a regional dredging program, as a pilot project to ascertain the cost effectiveness of a publicly operated dredging program, is in the best interest of the towns in Barnstable County and the Commonwealth; and

WHEREAS, the Town has participated in the development and establishment of the regional dredge program through the Dredge Advisory Committee, and has identified its dredging needs through the Barnstable County Dredge Management Plan; and

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for Allen Harbor Channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$90,000.00. This is based on removing

approximately 10,000 cubic yards of material at \$9.00 per cubic yard and no charge for mobilization/demobilization costs. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.

2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County.
5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed the specifications, drawings and plans or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.

2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF HARWICH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Harwich to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00 for standard dredge material. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

50% movement/placement of dredge materials;

100% movement/placement of dredge materials;

Demobilization costs for the project.

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Harwich from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Harwich agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Harwich or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII TERMINATION

Either party may terminate this Agreement by providing ten (10) days written notice to the other. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2015.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF HARWICH:

Mary Pat Flynn

Date

Sheila Lyons

Leo G. Cakounes

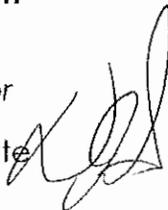
Date

**Harwich Police Department
Memorandum**

TO: *Board of Selectmen*

Christopher Clark
Town Administrator

FROM: David J. Guillemette
Chief of Police



DATE: July 31, 2015

SUBJECT: **Recommendation for promotion to the rank of Sergeant**



Background

The recent retirement of Sergeant Dave Jacek has created a vacancy for a sergeant within the ranks of the Harwich Police Department. There is an existing list of candidates from the most recent promotional process. The promotional process was administered in accordance with the Officers Contract. The process consisted of three components: a written examination (50%), an oral board (30%), and Chief's interview (20%). A professional testing company specializing in Massachusetts police promotional processes developed the written examination. The oral board consisted of retired Lee Police Chief Ron Glidden, retired State Representative Shirley Gomes, Truro Police Chief Kyle Takakjian and myself (serving as a Sandwich Police Lieutenant at the time).

Recommendation

All of the candidates performed well in the process. Aram Goshgarian finished first in the process and was promoted to sergeant in April. Officer Paul Boorack finished second in the process. It is my recommendation that Officer Paul Boorack be promoted to the rank of sergeant with an annual salary of \$67,060 as a step one sergeant effective August 11, 2015.

Paul started his career with the Harwich Police Department in 2002. Paul holds a Bachelor's Degree in Criminal Justice from Curry College. Paul is a certified crash reconstructionist and has been assigned to the department's traffic unit since 2004. Paul has also been assigned to the ATV unit and has also served as a field training officer, background investigator and as a member of the interview panel for police officer candidates. Paul achieved OIC (Officer In Charge) status in 2006 and has served intermittently as a patrol supervisor since that time. Paul's experience, level of training and his involvement with numerous special units and assignments within the department make him a valuable asset to the Harwich Police Department. Paul has been an exemplary officer and I am very confident that he will continue his excellent work as a sergeant for the Harwich Police Department.

CC: Officer Paul Boorack
Department Personnel (via e-mail)
Personnel File

July 28, 2015

Chris Clark, Town Administrator
Town Hall
Harwich Ma 02645



Dear Chris,

I feel very fortunate to ask you, through the selectmen to accept the attached gift of \$10,624.00 from the Ora Gaylord Arooth Trust.

This gracious gift in the past has provided the Community Center with needed equipment for the building and helped to pay for some training for staff along with paying for countless other things that I hope have enhanced the experience of all those that utilize the building.

The letter from Attorney Carol Ann. Rowley asks that the Town sign that we are in receipt of the check. I am sending the entire package to your attention for a signature.

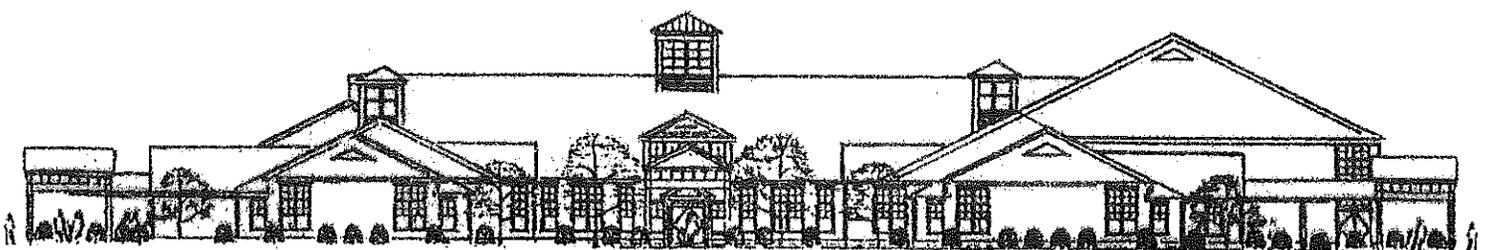
I thank you again for your support to the Community Center and all those we serve.

Sincerely

Carolyn Carey
Carolyn B. Carey, Director

Enclosures

Cc Andrew Gould



THE ORA GAYLORD AROOTH TRUST 11-00
GLENN H. ROWLEY, TRUSTEE
P.O. BOX 1489
WEST CHATHAM, MA 02669

TD BANKNORTH, NA
HYANNIS, MA 02601
53-7054/2113

4284

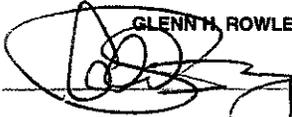
7/24/2015

PAY TO THE ORDER OF Harwich Community Center

\$ **10,624.00

Ten Thousand Six Hundred Twenty-Four and 00/100***** DOLLARS

Harwich Community Center
100 Oak Street
Harwich, MA 02645

GLENN H. ROWLEY, TRUSTEE

GLENN H. ROWLEY, TRUSTEE

⑈004284⑈ ⑆211370545⑆ 201806301⑈

CAROL ANN S. ROWLEY, Trustee

576 Long Pond Road
PO BOX 2402
Brewster, Massachusetts 02631
(508) 896-0026
crowley@outlook.com

July 24, 2015

Harwich Community Center
100 Oak Street
Harwich, MA 02645

Dear Sir/Madam:

It is with great sadness that I share with you the fact that Glenn passed away on January 13th, having fought pancreatic cancer valiantly for 18 months. I have worked with Glenn since the inception of the trust and am named successor trustee. Investments, advisors, accounting will continue as always.

As Trustee of The Ora Gaylord Arooth Trust, I am pleased to deliver the distribution for FY ending February, 2015 of \$10,624.00 for your organization's unrestricted use. Per Mrs. Arooth's request, this distribution is being made in Memory of Joseph Arooth and Ora Gaylord Arooth and should be noted as such by you.

I have made the appropriate filings with the Internal Revenue Service and the Massachusetts Attorney General's office who oversees charities.

For your records, enclosed is the financial statement prepared by the certified public accounting firm of Lamb, Mason, Bulger & Co., P.C.

Please sign the enclosed copy of this letter signifying receipt of the monetary distribution and financial statement and return it to me at your earliest convenience. If you have any questions, please do not hesitate to contact me.

Very truly yours,

CAROL ANN S. ROWLEY, Trustee

:car

Encl.

_____, 2015

THE ORA GAYLORD AROOTH TRUST

Financial Statements – Income Tax Basis

February 28, 2015

THE ORA GAYLORD AROOTH TRUST

Table of Contents

February 28, 2015

EXHIBIT

Independent Accountant's Compilation Report

Financial Statements

Statement of Assets, Liabilities and Fund Balance - Income Tax Basis A

Statement of Support, Revenues, Expenses, and Fund Balance - Income Tax Basis B

Notes to Financial Statements C

LAMB, MASON, BULGER & CO., P.C.
Certified Public Accountants
32 Village Landing, P.O. Box 1233
West Chatham, Massachusetts 02669

Independent Accountant's Compilation Report

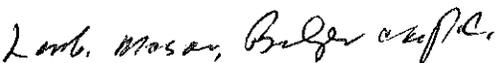
June 18, 2015

To Carol A. Rowley, Trustee
The Ora Gaylord Arooth Trust
Brewster, Massachusetts

We have compiled the accompanying statements of assets, liabilities, and fund balance—income tax basis of The Ora Gaylord Arooth Trust as of February 28, 2015 and the related statements of revenues, expenses, and fund balance - income tax basis for the year then ended. We have not audited or reviewed the accompanying financial statements and accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the income tax basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.


Lamb, Mason, Bulger & Co., P.C.

THE ORA GAYLORD AROOTH TRUST

Statement of Assets, Liabilities and Fund Balance - Income Tax Basis

February 28, 2015

(See Independent Accountant's Compilation Report)

Assets:	
Cash and cash equivalents	\$ 27,241
Prepaid taxes	66
Investments (at cost)	<u>693,040</u>
Total Assets	<u>\$ 720,347</u>
Liabilities:	
Accrued charitable distribution	<u>\$ 42,496</u>
Fund Balance	<u>677,851</u>
Total Liabilities and Fund Balance	<u>\$ 720,347</u>

See Accompanying Notes to Financial Statements

THE ORA GAYLORD AROOTH TRUST

Statement of Support, Revenues, Expenses, and Fund Balance - Income Tax Basis

For the Year Ended February 28, 2015

(See Independent Accountant's Compilation Report)

Support and Revenues:	
Dividends and interest	\$ 20,386
Realized gain on sale of investments	<u>105,972</u>
Total Support and Revenues	<u>126,358</u>
Expenses:	
Charitable distributions	42,496
Trustee fees	11,992
Federal excise tax	2,287
Filing fees	<u>35</u>
Total Expenses:	<u>56,810</u>
Excess of Support and Revenues over Expenses	69,548
Fund Balance, Beginning	<u>608,303</u>
Fund Balance, Ending	<u>\$ 677,851</u>

See Accompanying Notes to Financial Statements

THE ORA GAYLORD AROOTH TRUST

Notes to Financial Statements

February 28, 2015

(See Independent Accountant's Compilation Report)

Note 1 - Summary of Significant Accounting Policies:

Nature of Operations - The Ora Gaylord Arooth Trust is a non-exempt charitable trust established by Ora Gaylord Arooth to provide ongoing support to four specific charitable organizations.

Basis of Accounting - The accounting records and the accompanying financial statements have been maintained and prepared on the accrual method of accounting in accordance with practices permitted for federal income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles (GAAP). The following are the more significant differences between that basis and GAAP:

- 1) As permitted for income tax reporting purposes, the Trust has not implemented all of the financial reporting requirements of FASB Codification 958, *Financial Statements of Not-for-Profit Organizations*. Accordingly, the Trust has not classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. In addition, the Trust has not reported the changes in each of those classes of net assets in the accompanying financial statements. That presentation is required by GAAP.
- 2) Investments in marketable securities are recorded at cost. Under GAAP, such investments would be recorded at their fair values.

Cash and Cash Equivalents - The Trust defines its cash and cash equivalents to include only cash in demand deposits.

Investments - Investments in marketable securities are stated at cost or, in the case of contributed securities, at their fair value at date of receipt. Under generally accepted accounting principles, such investments would be recorded at their fair values.

Use of Estimates - The preparation of financial statements requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent events - The Trustee evaluated subsequent events for potential required disclosures through June 18, 2015, which is the day the financial statements were available to be issued.

Note 2 - Income Taxes:

The Trust qualifies for and files Form 990PF as a private non-operating foundation under section 4947(a)(1) noncharitable Trust and pays a federal excise tax on net investment income.

THE ORA GAYLORD AROOTH TRUST

Notes to Financial Statements

February 28, 2015

(See Independent Accountant's Compilation Report)

Note 3 - Investments:

Investments at February 28, 2015 are carried at cost. Investments are as follows:

	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain (Loss)</u>
Money Market Funds	\$ 228,066	\$ 228,066	\$ -
Common Stock	<u>464,974</u>	<u>679,326</u>	<u>214,352</u>
	<u>\$ 693,040</u>	<u>\$ 907,392</u>	<u>\$ 214,352</u>

Realized gain on sale of investments were as follows:

Proceeds of sales	\$ 169,772
Basis of investments sold, determined by specific identification	<u>(63,800)</u>
	<u>\$ 105,972</u>

Note 4 - Accrued charitable distribution:

Amounts due to trust beneficiaries as required by Section 4942 of the Internal Revenue Code are as follows:

	<u>Status</u>	<u>Purpose</u>	<u>Amount</u>
Lupus Foundation of America	Public Charity	Unrestricted Support	\$ 10,624
Our Lady of Providence Children's Center, Inc.	Public Charity	Unrestricted Support	10,624
Hope Health	Public Charity	Unrestricted Support	10,624
Harwich Community Center	Municipal Entity	Unrestricted Support	<u>10,624</u>
		Total accrued charitable distributions	<u>\$ 42,496</u>



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM



TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director *LSH*

DATE: July 30, 2015

RE: Recommendation to Accept Gift from Carolyn Porter & Mark Gordon

I am writing to recommend that the Board of Selectmen vote to accept a memorial bench from Carolyn Porter and Mark Gordon in honor of their son Joshua Standley Gordon, who died on October 16, 2012 and is buried in Island Pond Cemetery adjacent to the Old Colony Bike Path. Ms. Porter plans to purchase the same high quality bench, complete with a memorial plaque, that is utilized in other locations throughout Town and has requested that it be installed on the Old Colony Bike Path in front of Island Pond Cemetery. The DPW will install the bench at an agreed upon location if the Board accepts this gift.

I have attached Joshua's obituary and an email from Carolyn Porter for your review. Thank you for your consideration in this matter.

Attachments: Joshua Standley Gordon Obituary
Email from Carolyn Porter

Morris, O'Connor & Blute Funeral Homes / Cremation Tribute Center of Cape Cod

Joshua Standley Gordon

(Died October 16, 2012)

Joshua Standley Gordon, of Harwich Port, Charlotte NC, Minnetonka MN, OKC, Aptos CA and Exeter NH passed away Tuesday night. Josh was born in Exeter NH on February 23 and was 17.



Josh was first and foremost a warm, caring, loving, considerate, funny and joyous boy evolving into a fine young man. He was about helping others, always doing his best, caring about those around him. He always had a great smile, a positive outlook, and formed a connection with everyone. He loved sailing in the BVI's and his sailing school (Areys Pond), playing tennis, biking the rail trail, skiing, kayaking with his 'big yak', taking care of his cat, watching Enterprise, playing on his iPad (Angry Birds), and being with his family and friends most of all. His toast was 'to family' and he lived a very happy and joyous life---he had a great smile and he touched many many people with his caring and love and warmth. He experienced, and gave, more joy in his short life than most people have in their entire lives.

Our 'cool dude', 'buckeroo' and 'Standley' is survived by his mother and father and by extended family and friends from east to west.

Funeral will be on Saturday, Oct. 20 at 2pm at Morris, O'Connor & Blute Funeral Home, 678 Main Street, Harwich Center, MA 02645. 508 432 6696. Burial will follow at Island Pond Cemetery. Reception at 4:15 at Wychmere Beach Club 23 Snow Inn Road Harwich Port MA. Donations in lieu of flowers or other gifts should be sent to Cape Abilities, in Josh Gordon's name 895 Mary Dunn Rd. Hyannis, MA 02601.

LIVE STREAM FUNERAL at
[HTTP://www.myvideowebshow.com/show/the-funeral-for-joshua-standley-gordon](http://www.myvideowebshow.com/show/the-funeral-for-joshua-standley-gordon)

Copy save and paste in browser

[Back](#)

Ann Steidel

From: Cathy Connell <connell.cathy@gmail.com>
Sent: Tuesday, August 04, 2015 12:32 PM
To: Ann Steidel
Subject: Live music

To The Town of Harwich Selectman,

I am writing this to ask for a one day outside live entertainment permit at the Cape Cod Claddagh located at
77 Route 28
West Harwich, Ma

The date is August 22, 2015. The time is 4pm-8pm. This is a special request as my father Jack Connell will be turning 80 on August 14, 2015.

He has requested a specific musician "Brother Phil"

We are sincerely asking as we are respecting the Town of Harwich and it's citizens.

Thank you for your consideration on granting us this permit for a few hours on this special day.

Sincerely,
Cathy Connell
Jack Connell's Daughter

--
Cathleen Connell

NUMBER
15-08

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH

FEE
\$75.00

**LICENSE FOR INNOLDERS, COMMON VICTUALLERS
AND OTHER KEEPERS OF RESTAURANTS AND OTHER ESTABLISHMENTS**

In accordance with the provisions of Chapter 140 of the General laws as amended by Chapter 299 of the Acts of 1926, and amendments thereto, LICENSE is hereby granted to:

The Cape Cod Claddagh Inn & Irish Pub

to conduct the amusements as herein described in connection with his regular business of innholder, common victualler, or owner, manager or controller of a café, restaurant or other eating or drinking establishment, on the premises owned by Same

of West Harwich located at 77 Route 28

Description of Premises: Same

Description of amusements to be conducted: LIVE OR RECORDED MUSIC AND DANCING BY PATRONS. CONDITIONS PER ATTACHED LIST DATED 1/30/12.

To be conducted on week days between the hours of: SEE ATTACHED CONDITIONS.

This LICENSE is granted as subject to the provisions of the General Laws, chapter one hundred and forty, sections twenty-two to thirty-two inclusive, and of chapter two hundred and seventy-two, sections twenty-five to twenty-seven inclusive, and amendments thereto, and shall not be valid for a location other than as herein described.

Date:

DEC 15 2014

License granted by:

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

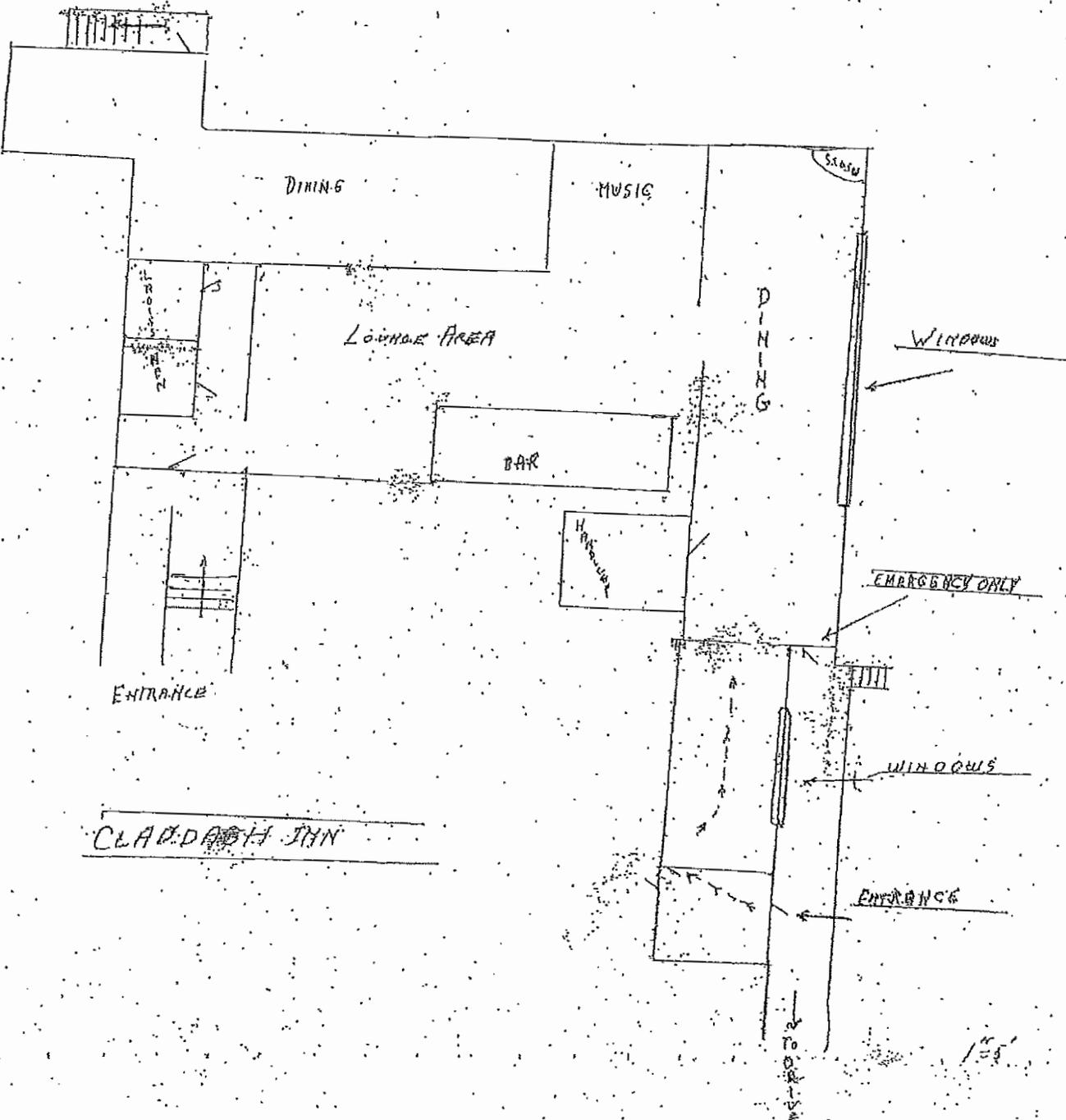
EXPIRES DECEMBER 31, 2015

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

CAPE COD CLADDAGH
SUNDAY & WEEKDAY INDOOR ENTERTAINMENT LICENSE CONDITIONS

1. Noise not to exceed premise.
2. Entertainment inside the building will cease at 12:00 a.m.
3. The manager of the Claddagh will maintain control of the volume levels.
4. Contracts with performers will contain language that recognizes that the Claddagh manager controls sound levels and that any objection to the manager's decision will result in their dismissal without pay.
5. The street side door (located at the northeast corner of the bar level) and windows of the inside bar area will remain closed when entertainers are performing. The street side door will be used as an emergency exit and alarmed so the manager can respond when it is opened. Air conditioning to operate when appropriate and blinds and curtains will remain closed. Patrons, except handicapped/disabled patrons, will use the newly constructed access door.
6. Although noise from patrons milling about the parking lot or patio during late hours is not likely to exceed DEP limits, noise from speech is readily detectable by the human ear and may cause annoyance. Place signs outdoors to remind guests to be respectful of neighbors and have staff periodically patrol outdoor areas to quiet customers as needed.
7. Violations of the entertainment license conditions shall be referred to the Board of Selectmen and show cause hearing on the license will immediately be scheduled.
8. Schematic floor plan attached to define entertainment area.

TIKI BAR



DINING

MUSIC

LOUNGE AREA

BAR

High-top

DINING

WINDOWS

EMERGENCY ONLY

ENTRANCE

CLAY DASH INN

WINDOWS

ENTRANCE

STAIR

STAIR

1/5

Sandy Robinson

From: W. Matthew Hart <mhart2@comcast.net>
Sent: Tuesday, August 04, 2015 1:39 PM
To: peter hughes; Christopher Clark
Cc: Sandy Robinson; John Rendon
Subject: Harbor Beutification Fund

Peter:

As Chris and I discussed this morning with John and Linc the cost to remove the two Downey Buildings, clean up the area and begin the basic beatification of that area; (using primarily Town resources) would be a minimum of \$12,000.00.

The standard Town procedure would be to have a warrant item at the next Town Meeting for the \$12,000 and if approved then the work could possibly be done in a year or so from now.

I understand that several individuals, including me want the Downey buildings and the clean up to be completed as soon as possible!

The recommendation is to create a Harwich "**Harbor Beautification Fund**" where any individual could donate a sum of money to this dedicated fund.

The proceeds of this fund could be used immediately to start the building demolition process, have that material removed, clean up and perform minimal landscape maintenance to improve the appearance of the property as soon as possible.

So I'm asking to come before the BOS on Monday night to ask for the BOS' approval of the formation of the **Harbor Beautification Fund** for the basic purposes I've described. Thank you.

Matt Hart
Chairman Harwich Waterways Committee
and Saquatucket Development Committee

Sandy Robinson

From: Sampson, Megan (FWE) <megan.sampson@state.ma.us>
Sent: Thursday, August 06, 2015 10:52 AM
To: Sandy Robinson; Christopher Clark
Cc: Goldberg, Eileen (FWE); Ingelfinger, Franz (FWE)
Subject: RE: Town of Harwich - Muddy Creek project grant
Attachments: Town of Harwich Muddy Crk Grt CT2 FY16 FY17.pdf; contractorauthorizedsignature.doc

Dear Sandy and Chris,

Please find attached for your review and signature the Muddy Creek Restoration Bridge Project grant contract, ID# MUDDYCRKCON2HARF1617. If all looks in order please print out and sign two copies and return to my attention at the address below. Please note there are several additional requirements and forms that are included within the contract document that we will also need to be reviewed, filled out and signed.

In addition we also need the attached contractor authorized signatory listing form filled out and notarized. On this please list anyone authorized to sign contracts and other legal documents with regards to this contract - please note that whomever is signing the contract itself needs to be listed.

If you could send a scanned version prior to putting in the mail that would be great.

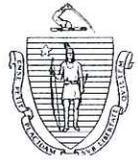
Please let me know if you have any questions or anything looks astray. Thanks so much!

Best,
Megan

Megan Sampson, Program Administrator
Division of Ecological Restoration/ Mass Dept. of Fish and Game
251 Causeway Street, Suite 400
Boston, MA 02114
Ph: 617-626-1547 \ Fax: 617-626-1505

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
COPY	

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section **MUST** be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Harwich (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Div. of Ecological Restoration MMARS Department Code: FWE
Legal Address: (W-9, W-4,T&C): 732 Main Street, Harwich, MA 02645-2717	Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114
Contract Manager: Christopher Clark	Billing Address (if different):
E-Mail: cclark@town.harwich.ma.us	Contract Manager: Eileen Goldberg, Assistant Director
Phone: 508-430-7513 Fax: 508-432-5039	E-Mail: Eileen.Goldberg@state.ma.us
Contractor Vendor Code: VC6000191822	Phone: 617-626-1546 Fax: 617-626-1505
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): MUDDYCRKCON2HARF1617
<input checked="" type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>1,000,000.00</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This contract is to support the implementation of highway construction and utility relocation for the Muddy Creek Bridge Restoration Project, sponsored by the Town of Harwich. The Town of Harwich will perform the tasks as specified in Attachment A and as per compliance provisions detailed in Attachment B. Please see Attachment A for the approved Scope and Budget and attachment B for compliance provisions.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2017</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Christopher Clark</u> Print Title: <u>Town Administrator</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Eileen Goldberg</u> Print Title: <u>Assistant Director</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paving and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are

appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information

transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D; G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7, s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts

Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Scope of Services
for
Town of Harwich
for
Muddy Creek Restoration Bridge Project
August 5, 2015

I. PROJECT INFORMATION AND APPROACH

Statement of Qualifications

The Town of Harwich, together with the Town of Chatham, is leading the Muddy Creek Bridge Restoration Project. These two municipalities are cooperating under a Memorandum of Understanding to implement the project and have dedicated significant resources – financial and staff – to develop and implement the project. The Town of Harwich will hold the construction contract for the Muddy Creek Bridge Restoration Project.

Purpose

The purpose of this contract is to award MA Division of Ecological Restoration (DER) funding in the amount of \$1,000,000.00 to support Highway Construction and Utility Relocation for the Muddy Creek Bridge Restoration Project, sponsored by the Town of Harwich. The objectives of this project are to restore tidal flow to Muddy Creek through the replacement of existing undersized culverts at MA Route 28 with a single span bridge. When complete, the project will restore natural tidal flow and estuarine habitats, improve water quality, enhance fish passage, and reduce the flood risk to public and private infrastructure during future storm events. Funding for this award is authorized under the Coastal Wetlands Planning, Protection and Restoration Programs of the Department of Interior, Fish and Wildlife Service's CFDA Program 15.614. A complete list of this program's authorizing legislation is located at the following website: <https://cfda.gov/>. The award of funds was made through a National Coastal Wetland Conservation Grant (NCWCG) to the Commonwealth of Massachusetts, Federal Award Identification Number (FAIN)F15AP00601 for the Muddy Creek Restoration Bridge Project in Chatham and Harwich Massachusetts. The Town of Harwich is named as a sub-grantee on that award and will be responsible for implementing project construction. DER is making these funds available to the Muddy Creek Restoration Project through this sub-award to the Town of Harwich, MA, one of the two municipalities leading the restoration project.

Project Background

Muddy Creek is a 55-acre tidal river and wetland complex within the Pleasant Bay estuarine system on the eastern shore of Cape Cod, Massachusetts, and serves as a boundary between the Towns of Chatham and Harwich. Existing culverts located under Massachusetts Route 28 separate Muddy Creek from the main basin of Pleasant Bay, a 9,000-acre tidal estuary directly connected to the Atlantic Ocean. A bridge existed at this location up until the turn of the 20th century when it was replaced with an

earthen dike and culvert system. The undersized culverts restrict tidal flow, which exacerbates threats to salt marsh health and water quality that include bacterial contamination from storm run-off and wildlife, and nitrogen loading from watershed land uses. Sustained impairment of water quality in Muddy Creek has been linked to degraded wetlands, fisheries, shellfisheries and avian habitat. The goal of this project is to reverse those trends, return tidal exchange to the entire Muddy Creek basin, restore the natural movement of sediment from Pleasant Bay to the marsh, and vastly improve the impaired habitat of the system.

The Muddy Creek Restoration Bridge project builds on a decade of public actions undertaken by the Towns of Harwich and Chatham, and the Pleasant Bay Alliance to study ways to restore tidal exchange and improve water quality, wetlands health and habitat in Muddy Creek. The Alliance is an organization formed by the Towns of Orleans, Chatham, Harwich and Brewster to oversee the Pleasant Bay Resource Management Plan. In 2008 the Alliance petitioned DER to name the Muddy Creek Restoration as a Priority Wetlands Restoration project. After a series of studies, the Muddy Creek restoration was designated as a Priority Wetlands Restoration Project in 2012. In 2013 the Towns of Harwich and Chatham hired the engineering firm of CDR Maguire to design and permit the bridge restoration project, and in October of 2013, DER was awarded \$3.42 million in federal Hurricane Sandy Disaster Mitigation funding to implement the Muddy Creek Bridge Restoration Project.

II. TASKS & DELIVERABLES

Worked to be Performed

This grant is intended to be used for the implementation of Highway Construction of the Muddy Creek Bridge Restoration Project inclusive of utility relocation. The Town of Harwich will contract with a construction contractor (whose qualifications are accepted by DER) to implement the work described in the design plans and technical specifications developed by CDR Maguire and included in the construction bid documents advertised on July 22, 2015 and any subsequent stamped edition by CDR Maguire including any addenda issued during the bid process as well as in accordance with permit requirements. The plan is titled, "Proposed Bridge, Chatham-Harwich, Muddy Creek Restoration, Route 28 (Orleans Rd.) Over Muddy Creek, Chapter 85 Approved Plans for Bridge No. C-07-005 = H-10-012 (BNJ)" dated July 7, 2015 and stamped by MassDOT Bridge Engineer on July 21, 2015. Any deviations from these plans must be approved first by the design engineer, the Town of Harwich and the DER.

Any request for support of activities outside of the plans, bid documents, or addenda deemed necessary for the successful completion of Highway Construction and Utility Relocation should be submitted in writing to the DER for approval of the use of these grants funds for that purpose. Any activities not contained in the design plans and not approved in writing by the DER prior to implementation will not be reimbursed.

The Town of Harwich will cooperate with DER and other project partners to manage the project site in a manner constant with the goals and policies of the Massachusetts Division of Ecological Restoration and all applicable permits and laws. Furthermore, The Town of Harwich agrees to credit The Massachusetts Department of Fish and Game Division of Ecological Restoration and the Department of the Interior US Fish and Wildlife Service for the contribution of funds and technical assistance in any public communication regarding the project including, but not limited to signage, press releases, dedication events, etc and with precise language for acknowledgement as may be provided during the life of this contract.

Deliverables

- 1) The Town of Harwich shall provide DER with bi-weekly updates via email from the issuance date of the notice to proceed to the construction contractor through completion of construction. The update shall be no more than one page in length, detailing the previous weeks' construction activities, issues raised during construction, solutions to same, and any potential future issues. Weekly construction meeting minutes may substitute for the bi-weekly update. This update may be provided by the Project Engineer on behalf of the Town of Harwich.
- 2) The Town of Harwich shall provide DER with relevant invoices from the contractor.
- 3) The Town of Harwich will provide DER with an annual report of match expenditure detailing expenses incurred by the Towns of Harwich and Chatham for Highway Construction and Utility Relocation. Each report will be accompanied by a signed statement verifying match expenditure. The first report will be due July 31, 2016 and cover the period through June 30, 2016. The second statement of match will be due on June 30, 2017.
- 4) The Town of Harwich shall provide DER one (1) final report during the duration of this contract period. The final report shall summarize expenditures under this contract including expense of \$375,000 committed by the Towns of Harwich and Chatham (\$187,500 each) pledged as match to leverage a NCWCG award. The final report shall be submitted within one month after receipt of a final invoice from the construction contractor.

III DESIGNATED REPRESENTATIVES

For the Town of Harwich:
Christopher Clark
Town Administrator, Town of Harwich
Harwich Town Hall
732 Main Street
Harwich Center, MA 02645
(508) 430-7513

cclark@town.harwich.ma.us

For the DER:

Franz Ingelfinger

Restoration Ecologist / Project Manager

Division of Ecological Restoration

251 Causeway St., Suite 400

Boston, MA 02114

(617) 626-1549

Franz.Ingelfinger@state.ma.us

IV BUDGET & PAYMENT

Budget & Payment

The payment procedure is reimbursement for costs incurred for the project during the contract period. With any Request for Reimbursement to DER, the Town of Harwich will provide a brief status report detailing the work performed and include copies of receipts, invoices from the contractor that reflect time or material rates itemized in the contractor invoice so that funds and project development are closely linked. All reporting may be submitted electronically.

This contract and scope of work will extend from the last date of signature through June 30, 2017. **Project costs are based on the scope of work presented herein with a not-to-exceed total of \$1,000,000.00. Payment will be made on a reimbursement basis.** Any change to this allocation of funds must be approved by DER in writing PRIOR to expenditure.

Personnel	\$0
Equipment	\$0
Contractual	\$1,000,000.00
Materials / Supplies	\$0
Travel	\$0
Other	\$0
Total	\$1,000,000.00

Note: Payments of invoices, is contingent upon receipt of proof of expense and accompanying status report. No allowances will be made for failure of the Grantee to estimate correctly the cost and the nature of performance requirements.

V SCHEDULE

Construction crews are scheduled to mobilize for the Muddy Creek Bridge Restoration Project in fall, 2015, pending contract with the Town. The majority of work will occur between November 2015 and May 2016; a temporary road closure will be in effect for portions of this construction period. Work related to this grant may begin after the contract is fully executed by the Department of Fish and Game, Division of Ecological Restoration and a Notice-to-Proceed has been provided to the Town of Harwich. All work billed to this contract must be complete by June 30, 2017. Final invoices must be received by July 30, 2017.

VI SPECIAL PROVISIONS

Terms and Acceptance

Funding for this project comes from the U.S. Fish and Wildlife Service National Coastal Wetland Conservation Grant Program awarded to the Commonwealth of Massachusetts Division of Ecological Restoration, Federal Award Identification Number (FAIN)F15AP00601 in the amount of \$1,000,000.00. The DER is in turn, awarding these funds in full to sub-grantee, the Town of Harwich to implement the Muddy Creek Bridge Restoration Project. Acceptance of this sub-grant award from the MA DER carries with it the responsibility to be aware of and comply with the terms and conditions applicable to the award including terms and condition incorporated into contract either by direct citation or by reference to the following: Federal regulations, program legislation or regulation; and special award terms and conditions. The terms and conditions of the USFWS and MA DER grant contract to the Town of Harwich likewise flow down to any the sub-awards and sub-recipients to the Town of Harwich.

Special Provisions: pertaining to the Town of Harwich (sub-recipient) and to any sub-recipient or sub-contractors of the Town of Harwich- See Attachment B

Attachment B

COMPLIANCE PROVISIONS

The following provisions flow down to this contract (ID MUDDYCRKCON2HARF1617) from U.S. Fish and Wildlife Service National Coastal Wetland Conservation Grant Program Award Number F15AP00601 to this subrecipient as it is funded in whole or in part by Federal funds. The subrecipient's signature on the Contract indicate compliance with the following as well as provides assurance that these compliance provisions will be included with any associated contracts or sub-awards which may be entered into with this funding.

All project activities must comply with all applicable Federal laws, regulations, and policies, including but not limited to environmental laws such as the requirements of the national environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA) and Section 106 of the National Historic Preservation Act (NHPA), and Section 106 of the National Historic Preservation Act (NHPA), and applicable executive orders. The required NHPA and ESA documents are currently on file at the USFWS. As a condition of this award, the Recipient and any contractors and sub-recipients must not begin any potentially impactful work (physical construction activity) related to this award until the DER Project Manager has received and reviewed all compliance documents and notified you in writing that such work can begin.

Provisions

For-Profit Entities

For for-profit entities, the regulations and requirements listed under the "Administrative Requirements", "Cost Principles", and "Indirect Costs Identification and Assignment/Rate Determination Procedures" sections below apply only when they are specifically incorporated by reference in the Service award. The regulations and requirements listed under the "Other Requirements" section below always apply.

Administrative Requirements

2 CFR Part 200, Subparts A through D

Cost Principles

48 CFR 1, Subpart 31.2—Contracts with Commercial Organizations

Indirect Costs Identification and Assignment/Rate Determination Procedures

Contact the National Interior Business Center (IBC), Indirect Cost Services by telephone at (916) 566-7111 or by e-mail at: ics@ibc.doi.gov. Visit the IBC's Indirect Cost Services website at http://www.doi.gov/ibc/services/Indirect_Cost_Services/index.cfm for more information.

Other Requirements

2 CFR Part 25, Universal Identifier and Central Contractor Registration

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.

Foreign Entities

Foreign entities include foreign public entities (see definition in 2 CFR 200.46) and foreign organizations (see definition in 2 CFR 200.47). For foreign entities, the regulations and requirements listed under the "Administrative Requirements", "Cost Principles", and "Indirect Costs Identification and Assignment/Rate Determination Procedures" sections below apply only when they are specifically incorporated by reference in the Service award. The regulations and requirements listed under the "Other Requirements" section below always apply.

Administrative Requirements

Institutions of Higher Education (IHEs): 2 CFR Part 200, Subparts A through D, including the requirements specific to IHEs.

Non-profit organizations: 2 CFR Part 200, Subparts A through D, including the requirements specific to non-profit organizations.

Public entities: 2 CFR Part 200, Subparts A through D, including the requirements specific to states, with the following exceptions:

- The state payment procedures in 200.305(a) do not apply. Foreign public entities must follow the payment procedures in 200.305(b).
- The requirements in 200.321 "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms" do not apply.
- The requirements in 200.322 "Procurement of recovered materials" do not apply.

All other entities: 2 CFR Part 200, Subparts A through D

Cost Principles

For-profit entities: 48 CFR 1, Subpart 31.2

Hospitals: 45 CFR Part 75, Appendix E

Public entities: 2 CFR Part 200, Subpart E, including the requirements specific to states.

All other entities: 2 CFR Part 200, Subpart E

Indirect Costs Identification and Assignment/Rate Determination Procedures

For-profit entities: Contact the National Interior Business Center (IBC), Indirect Cost Services by telephone at (916) 566-7111 or by e-mail at: ics@ibc.doi.gov. Visit the IBC's Indirect Cost Services website at http://www.doi.gov/ibc/services/Indirect_Cost_Services/index.cfm for more information.

Hospitals: 45 CFR Part 75, Appendix E—Principles for Determining Cost Applicable to Research and Development Under Grants and Contracts with Hospitals. The U.S. Department of Health and Human Services (HHS) is the cognizant agency for indirect costs for foreign hospitals. .

Visit HHS' Cost Allocation Services website at <https://rates.psc.gov/> for more information.

IHEs: Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for IHEs. HHS is the cognizant agency for indirect costs for foreign IHEs. Visit HHS' Cost Allocation Services website at <https://rates.psc.gov/> for more information.

Non-profit organizations: Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.

Public entities: Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals.

Other Requirements

2 CFR Part 25, Universal Identifier and Central Contractor Registration

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients of foreign public entities)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.

Individuals

An individual is any person applying for or receiving Federal funds under a grant or cooperative agreement award separate from any business or non-profit organization he/she may operate. For individuals, the notice of award document will detail all administrative and cost-related requirements and restrictions.

Other Requirements

2 CFR Part 175, Award Term for Trafficking in Persons

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to not engage in text messaging when driving a vehicle while conducting activities funded under this award.

Institutions of Higher Education, Hospitals and other Non-Profit Organizations

For domestic Institutions of Higher Education (IHEs), hospitals and non-profit organizations, the below terms and conditions always apply.

Administrative Requirements

2 CFR Part 200, Subparts A through D

Cost Principles Hospitals: 45 CFR Part 75, Appendix E

IHEs (see definition in 20 U.S.C. 1001): 2 CFR Part 200, Subpart E

Non-profit organizations exempted from 2 CFR Part 200, Subpart E (see Appendix VIII to Part 200): 48 CFR 1, Subpart 31.2—Contracts with Commercial Organizations

All other non-profit organizations: 2 CFR Part 200, Subpart E

Indirect Costs Identification and Assignment/Rate Determination Procedures

Hospitals: 45 CFR Part 75, Appendix E—Principles for Determining Cost Applicable to Research and Development Under Grants and Contracts with Hospitals. The U.S. Department of Health and Human Services (HHS) is the cognizant agency for indirect costs for foreign hospitals. Visit HHS' Cost Allocation Services website at <https://rates.psc.gov/> for more information.

IHEs: Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for IHEs.

The U.S. Department of Health and Human Services (HHS) is the cognizant agency for indirect costs for foreign IHEs. Visit HHS' Cost Allocation Services website at <https://rates.psc.gov/> for more information. <mailto:ics@nbc.gov>http://www.doi.gov/ibc/services/Indirect_Cost_Services/index.cfm
Non-profit organizations exempted from 2 CFR Part 200, Subpart E: Contact the National Interior Business Center (IBC), Indirect Cost Services by telephone at (916) 566-7111 or by e-mail at: ics@ibc.doi.gov. Visit the IBC's Indirect Cost Services website at http://www.doi.gov/ibc/services/Indirect_Cost_Services/index.cfm for more information.
All other non-profit organizations: Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations

Audit Requirements

Non-profit organizations: 2 CFR Part 200, Subpart F

Other Requirements

2 CFR Part 25, Universal Identifier and Central Contractor Registration

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.

State, Local and Federally-recognized Indian Tribal Governments

For U.S. state, local and federally-recognized Indian tribal governments, the below terms and conditions always apply.

Administrative Requirements

2 CFR Part 200, Subparts A through D

Cost Principles

2 CFR Part 200, Subpart E

Central Service Cost Allocation Plans and Indirect Cost Proposals

Appendix V to Part 200—State/Local Government and Indian Tribe-Wide Central Service Cost Allocation Plans

Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals

Audit Requirements

2 CFR Part 200, Subpart F

Other Requirements

2 CFR Part 25, Universal Identifier and Central Contractor Registration

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients)

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.

Additional Provisions

- a) Reporting Veteran and Youth hires. Subrecipients will be required to provide DER with the number of Veteran and Youth hired under this contract. Youth is defined as an individual aged 15 to 25 years old. A veteran is defined as a person who served in the active duty military and who was discharged or released therefrom under conditions other than dishonorable. National Guard members who served on active duty are included in this definition. In addition to the number of applicable veteran and youth hires, the contract ID and dollar amount of the contract must be included in the report due to DER on a bi-annual basis.
- b) Statement Regarding Single Audit Reporting. 2 CFR Part 200, Subpart F All U.S. state, local government, federally-recognized Indian tribal government and non-profit applicants must provide a statement regarding if your organization was/was not required to submit an Single Audit report for the organization's most recently closed fiscal year and, if so, state if that report is available on the Federal Audit Clearinghouse Single Audit Database website (<http://harvester.census.gov/sac/>) or will be provided with submission of signed grant agreement. The Statement as described above will be satisfied with submission of Attachment D and if applicable, a copy of the most recent A-133 audit.
- c) Assurances. Include the signed and dated Assurances form: Assurances for Construction Programs (SF-424D). Signing this form does not mean that all items on the form are applicable. Some of the assurances may not be applicable to your organization and/or your project or program. Sub-recipient must sign and submit Attachment E
- d) Certification and Disclosure of Lobbying Activities (43 CFR 18) Sub-recipient must sign and submit Attachment F.

- e) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- f) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- g) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- h) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- i) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- j) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- k) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.

1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- l) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- m) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- n) See §200.322 Procurement of recovered materials.



SUBRECIPIENT FFATA FORM

As required by the Federal Accountability and Transparency Act of 2006 (FFATA), DER must report to the federal government specific information associated with the awards we make to our subrecipients for awards over \$25,000, some of which we already have. We still must collect information regarding executive compensation amounts for the five most highly compensated executives of your organization should you meet certain threshold reporting requirements as listed below.

Subrecipient Legal Name

DUNS¹ Number- 9 Digits *(Required)*

--	--	--	--	--	--	--	--	--	--

Executive Compensation Questions

1. Our organization received 80% or more of its annual gross revenues from Federal Financial Assistance or Federal Procurement Contracts subject to the Transparency Act (2 CFR 170.320) and subawards.
 YES NO

2. Our organization received \$25MM or more in annual gross revenues from Federal Financial Assistance or Federal Procurement Contracts subject to the Transparency Act (2 CFR 170.320) and subawards.
 YES NO

3. The public does NOT have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. *(To determine if the public has access to the compensation information, see the US Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)*
 YES NO

If you responded **YES to ALL Three Executive Compensation Questions Above**, complete the table below for your top 5 highest compensated executives.

Five Most Highly Compensated ² Executives ³		
Name of Executive	Title	Preceding Completed Fiscal Year's Compensation

Signature: _____

Date: _____

Printed Name:

Printed Title:

See the definitions^{1,2,3} on the next page in order to properly complete the above table.

DEFINITIONS

¹**DUNS Number**

A DUNS number is a unique, site specific, nine-digit identification number provided by Dun & Bradstreet (D&B). Since 1994, the federal government has required that organizations, including nonprofits, state governments and local governments, must obtain a DUNS number if they are a recipient of federal funds. A DUNS number can be obtained for free by visiting the following website: www.dnb.com.

²**Compensation**

Total compensation is defined as the **cash and noncash dollar value earned by the executive** during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. **Salary and Bonus.**
- ii. **Awards of stock, stock options, and stock appreciation rights.**
Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. **Earnings for services under non-equity incentive plans.**
This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. **Change in pension value.**
This is the change in present value of defined benefit and actuarial pension plans.
- v. **Above-market earnings on deferred compensation which is not tax-qualified.**
- vi. **Other compensation**, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

³**Executive**

Officers, managing partners or any other employees in management positions at your organization.

A-133 Audit Report Form

In accordance with the compliance requirements as part of your receipt of federal funds via a subaward from the Division of Ecological Restoration (DER), and because Federal regulation require the monitoring of it subrecipients, DER is asking that your organization complete and return this Audit Certifications. If a single audit is required, then submission of the most current version must be provided to DER.

Federal law and regulations require that each domestic entity that expends \$500,000 or more of Federal funds in any fiscal year must have an audit (commonly referred to as a "single audit") of its financial statements and Federal awards that meet the requirements of the Office of Management and Budget's Circular A-133.

1. Did your organization expend \$500,000.00 or more of Federal funds in its most recently completed fiscal year? Yes No
If yes, please forward a copy (or web link) of the sing audit report to DER with your signed copy of this certification, or as soon as it is available.

2. Do you expect that your organization will expend \$500,000.00 or more of Federal funds in this current fiscal year? Yes No
if yes, when do you expect the sing audit report to be available Month Yr.
Please forward a copy (or web link) as soon as it is available.

By: _____

Printed Name: _____

Title: _____

Organization: _____

Date: _____

Please submit this completed Certification and any accompanying single audit reports along with the executed subgrant agreement via mail or email to: megan.sampson@state.ma.us

Division of Ecological Restoration, Dept of Fish and Game
Attn: Megan Sampson
251 Causeway Street, Suite 400
Boston, MA 02114

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles 11 and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

43 CFR Appendix A to Part 18—Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements Greater than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

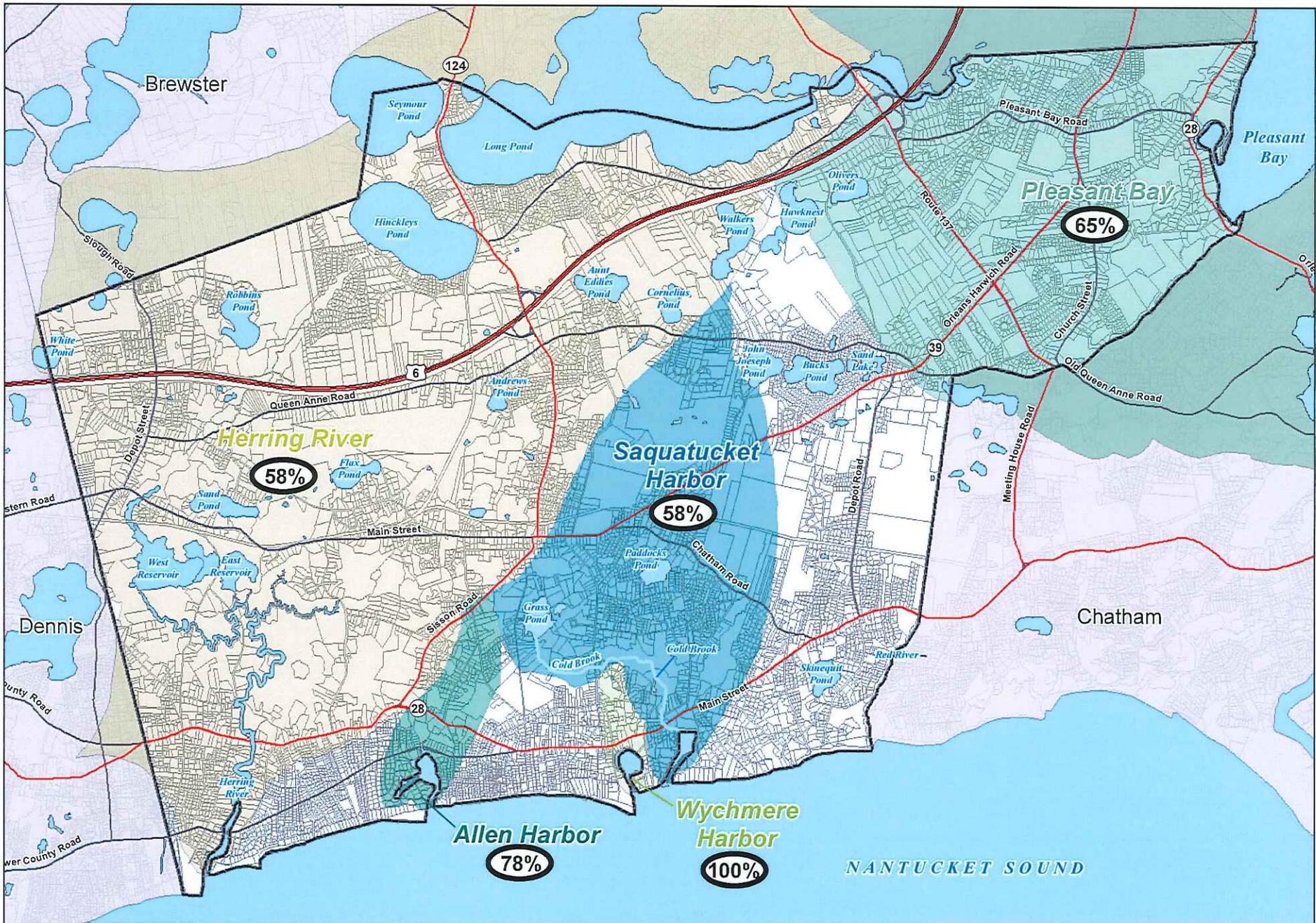
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE of AUTHORIZED REPRESENTATIVE

PRINT NAME

Wastewater



Legend

Watersheds

- Allens Harbor
- Herring River
- Pleasant Bay



Saquatucket Harbor



Wychmere Harbor



78% Septic Load Decrease to Meet Threshold

Town of Harwich Comprehensive Wastewater Management Plan

1 inch = 4,000 feet
0 1,000 2,000 4,000 Feet

Figure 6-26
Watershed Septic Load Reductions





KOPELMAN AND PAIGE, P.C.
The Leader in Municipal Law

101 Arch Street
Boston, MA 02110
T: 617.556.0007
F: 617.654.1735
www.k-plaw.com

September 25, 2014

John W. Giorgio
jgiorgio@k-plaw.com

Hon. Larry G. Ballantine and
Members of the Board of Selectmen
Harwich Town Hall
732 Main Street
Harwich, MA 02645

Re: Implementation of Draft Comprehensive Wastewater Management Plan – Status Report

Dear Members of the Board of Selectmen:

The purpose of this letter is to outline the status of progress on implementing the Draft Comprehensive Wastewater Management Plan (“CWMP”). As you know, the Town Administrator, Selectman Ballantine, David Young of CDM Smith, and Town Counsel have been working on a variety of components of the wastewater plan, including the development of special legislation in the form of a Home Rule Petition to create a Water and Wastewater Commission, preparing a recommended strategy for negotiating with Chatham Town officials on an intermunicipal agreement that would provide the Town with sufficient treatment capacity at the Chatham Water Pollution Control Facility (“WPCF”) to meet the wastewater needs of the Pleasant Bay watershed, and identifying other Town Meeting warrant articles to be considered to address governance and financing for the Town’s wastewater project.

Special Legislation

Enclosed please find the draft of special legislation that would establish a governance structure for the Town’s water, wastewater, and stormwater functions. Since the Town does not currently have a board of sewer commissioners nor has the Town ever voted to authorize the Board of Selectmen to act as sewer commissioners, it is necessary to establish such authority as part of the governance structure. Specifically, the special legislation would amend the Town Charter in several respects and create a new Water and Wastewater Commission. In addition, the recommendation from the staff is that the water and wastewater functions of the Town be combined into a single Town board. Here is a section by section summary of the draft Act:

- Section 1: Establishes a Town agency to be known as the Harwich Water and Wastewater Commission.
- Section 2: Amends the Town Charter in several respects by deleting all references to the current Water Commission, and provides that the Board of Selectmen will exercise all of the powers and duties of the new Water and Wastewater

KOPELMAN AND PAIGE, P.C.

Hon. Larry G. Ballantine and
Members of the Board of Selectmen
September 25, 2014
Page 2

- Commission, which will possess all of the powers of a board of water commissioners and a board of sewer commissioners under the General Laws.
- Section 3: Amends the Charter to create a new Division of Water and Wastewater within the Town governmental structure.
- Section 4: Provides that a division director be appointed by the Town Administrator. (Such appointment will be subject to the approval of the Board of Selectmen pursuant to section 4.4.1 of the existing Charter.) Pursuant to Section 12 of the Act, the Board of Selectmen is empowered to create any committees that the Board determines is necessary and appropriate. This would include a Water and Wastewater Advisory Committee, for example.
- Section 5: Authorizes the establishment of sewer districts by Town Meeting vote.
- Section 6: Allows for the expansion of sewer districts by Town Meeting vote.
- Section 7: Establishes separate water and sewer enterprise funds, but allows the Water and Wastewater Commission to consolidate the two enterprise funds in the future.
- Section 8 and 9: Provides various methods for financing the new sewer system. Allows Town Meeting to vote to either pay the entire cost of sewer infrastructure from the tax levy or allows for a portion of the costs to be paid by rate payers through a variety of assessment methods. The last paragraph of Section 9 provides authority to assess betterments for non-traditional methods of pollution mitigation.
- Section 10: Permits extensions of the sewer system beyond an established sewer district without a Town Meeting vote to serve municipal uses, failed septic systems, and areas threatened by sea level rise.
- Section 11: Authorizes the Commission to mandate that properties abutting public or private ways in which a sewer line is installed to connect to the Town's sewer system.
- Section 12: Authorizes the Commission to enact regulations to carry out the purposes of the Special Act, and further authorizes the Commission to delegate all or a portion of statutory authority to any committee established by the Board of Selectmen or the Town Administrator.

KOPELMAN AND PAIGE, P.C.

Hon. Larry G. Ballantine and
Members of the Board of Selectmen
September 25, 2014
Page 3

- Section 13: Provides that the members of the Commission (the Board of Selectmen) are the lawful successors of the members of the existing Board of Water Commissioners.
- Section 14: Provides protection to existing employees of the Water Department.
- Section 15: Provides that all contracts entered into by the existing Board of Water Commissioners remain in effect.
- Section 16: Provides that all property and equipment of the former Board of Water Commissioners are transferred to the new Commission.
- Section 17: Allows the appropriation of money from a Municipal Infrastructure Investment Fund for any purpose authorized by the Act. (See below.)
- Section 18: Repeals Chapter 165 of the Acts of 1935 that created the Board of Water Commissioners.

Negotiation of an Intermunicipal Agreement with the Town of Chatham

The Town's Draft CWMP recommends that the Town enter into an intermunicipal agreement with the Town of Chatham for the treatment of 300,000 gpd of wastewater from the Pleasant Bay Watershed area of the Town. The wastewater would be conveyed to the Town line where, just inside the Town line, a newly constructed pumping station would convey the wastewater to Chatham's WPCF for treatment and disposal. In order to implement this recommendation, we are now at the point where the Town's negotiating team is prepared to recommend to the Board of Selectmen that a set of proposed business terms be adopted by the Board and that they be incorporated into a Memorandum of Understanding ("MOU") and presented to Chatham at the upcoming joint meeting between the two Boards of Selectmen currently scheduled for October 22, 2014. We believe that the most efficient way to move the discussions along would be for both boards to sign the MOU setting forth the basic business terms of an agreement. Once agreement on the business terms is reached, the negotiating team would then negotiate the details of an intermunicipal agreement ("TMA"), the final terms of which would be subject to approval by both Boards of Selectmen.

To that end, enclosed please find the draft of proposed business terms that the negotiating team is recommending for consideration by the Board of Selectmen. There are certain provisions that are highlighted in bold as they present particular policy questions which the negotiating team would like direction on from the Board of Selectmen. If the Board of Selectmen agrees, we would

KOPELMAN AND PAIGE, P.C.

Hon. Larry G. Ballantine and
Members of the Board of Selectmen
September 25, 2014
Page 4

further recommend that a draft MOU be prepared and sent to Chatham in advance of the joint meeting. The enclosed set of proposed business terms would form the conceptual basis for an agreement with Chatham. By adopting the proposed business terms and entering into an MOU would not establish any legally binding commitments. The legally enforceable and binding document would come when the Boards agree on and execute an IMA, the terms of which would also not be binding until Town Meeting appropriated the funds necessary to carry out the Town's obligations. Pursuant to G. L. c. 40, §4A, Town Meeting is not required to expressly authorize the Board of Selectmen to enter into an IMA, even though such an IMA can establish legally binding obligations on the Town that are not subject to appropriation. Given the scope and cost of implementing the CWMP, however, the Board of Selectmen may want to consider including a condition precedent in the IMA requiring Town Meeting approval before it takes effect

Establishment of Municipal Water Infrastructure Investment Fund

In August 2014, the Governor signed into law Chapter 259 of the Acts of 2014, an Act Improving Drinking Water and Wastewater Infrastructure. While the new law presents several opportunities for addressing drinking water and wastewater needs, one section of the new law may prove to be particularly useful to a Town such as Harwich that is embarking on a major wastewater infrastructure project that will ultimately benefit the entire Town. The Act adds a new section to the General Laws (G.L. c. 40, s. 39M) which, if accepted by the Town in the manner required, would allow the Town to assess a water infrastructure surcharge on real property at a rate up to, but not exceeding, 3 percent of the real estate tax levy against the property. The amount of the surcharge is not included in the calculation of total taxes assessed for purposes of Proposition 2 and ½. Once the surcharge is collected as part of the regular real estate tax bill, the money is placed in a special fund known as the Municipal Water Infrastructure Investment Fund which is separate and apart from the Town's General Fund. Monies in the Fund may be appropriated by Town Meeting "exclusively for maintenance, improvements and investments to municipal drinking, wastewater and stormwater assets." The collection of the surcharge begins in the first fiscal year following adoption unless the Town specifies in the vote of acceptance that the surcharge will not be assessed until a future fiscal year.

If the Board of Selectmen is interested in pursuing the adoption of this new law, the acceptance procedure is similar to that of the Community Preservation Act. The first step is acceptance by a vote of Town Meeting, and then submission of a question to the voters at the next regular Town election for acceptance of the law. Since the Town cannot place the question on the ballot unless and until Town Meeting votes acceptance, I do not believe it would be possible to vote acceptance at the 2015 Annual Town Meeting and the 2015 Annual Election since there is less than 35 days between Town Meeting and the election. Therefore, if the Board of Selectmen determines that it is in the best interest of the Town to adopt the legislation so that the surcharge may begin to be collected in FY 2016, it would be necessary to hold a Special Town Meeting at least 35 days before

KOPELMAN AND PAIGE, P.C.

Hon. Larry G. Ballantine and
Members of the Board of Selectmen
September 25, 2014
Page 5

the Annual Town Election in May 2015. Since there are a number of other wastewater-related warrant articles, the Board may want to consider dedicating a Special Town Meeting to address in a comprehensive fashion all of the necessary Town Meeting actions, as explained below.

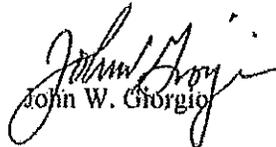
Town Meeting Actions Required

There are several Town Meeting votes that will be required to implement the recommendations of the draft CWMP as follows:

1. Authorizing the filing of the Home Rule Petition to Amend the Town Charter to create a new Water and Wastewater Commission.
2. Authorization for the Board of Selectmen to enter into an IMA with Chatham. (assuming the Board of Selectmen wish to negotiate a provision into the IMA that requires Town Meeting approval).
3. Appropriate additional funds that are necessary to continue the implementation of the recommendations contained in the draft CWMP including design funds for the first phase sewers in Pleasant Bay. (Please note that the appropriation of funds to (1) purchase capacity at the Chatham WPCF; (2) pay the Town's proportionate share of the Chatham pumping station; and (3) construct Phase 1 of the sewerage of the Pleasant Bay Watershed will not be necessary until the 2017 Annual Town Meeting).
4. Authorizing the acquisition of a suitable site for future wastewater effluent recharge needs.
5. Acceptance of G.L. c. 40, §39M, to establish a Municipal Water Infrastructure Investment Fund, should the Board of Selectmen recommend pursuing this financing option.

Please let me know if you have any further questions.

Very truly yours,


John W. Giorgio

AN ACT AMENDING THE CHARTER OF THE TOWN OF HARWICH FOR THE PURPOSE OF ESTABLISHING A WATER AND WASTEWATER COMMISSION.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. There is hereby established in the town of Harwich a water and wastewater commission, which shall be an agency of the Town.

SECTION 2. The charter of the town of Harwich, established pursuant to chapter 18 of the Acts of 2006, is hereby amended by striking chapter 6, section 6, and replacing it with the following: -
6-6-1 There shall be a water and wastewater commission. The board of selectmen shall exercise the duties of the water and wastewater commission. 6-2-2 The water and wastewater commission shall possess and exercise all powers given to boards of water commissioners under section 69B of chapter 41 of the General Laws and boards of sewer commissioners under section 1 of chapter 83 of the General Laws, including stormwater management, and any special law pertaining to the operation of a water and wastewater commission in the town of Harwich.

SECTION 3. Said charter is hereby further amended by striking chapter 5, section 1-2 and replacing it with the following: -The divisions shall include: a division of finance, a division of highways and maintenance, a division of water and wastewater, and any other divisions established under clause 4-5-1.

SECTION 4. Said charter is further amended by adding a new section 7 to chapter 5, division of water and wastewater, to read as follows: - 5-7-1. A division of water and wastewater shall be established under the direction of an officer appointed by the town administrator to be known as

the director of water and wastewater. The division shall be responsible for the operation of all water and wastewater facilities within the town.

SECTION 5. In addition to assuming the operation of the town's water system as provided for in the General Laws , the water and wastewater commission may lay out, plan, construct, maintain and operate a wastewater system or systems for a part or whole of the town's territory, as may be from time to time defined and established by adoption by town meeting of one or more by-laws as a designated wastewater district under the jurisdiction and control of the water and wastewater commission, with such capacity limitations, connections, pumping stations, treatment plants and other works, as may be allocated in such by-law to such wastewater district as required for a system or systems of wastewater treatment and disposal, and may construct such wastewater and related works in said wastewater districts defined and established by by-law as may be necessary. No other wastewater system shall be constructed in any public roads or ways of the town which are not within the limits of such designated wastewater districts and which are not under the control of the water and wastewater commission.

SECTION 6. Notwithstanding any provision of law to the contrary, owners of land not within the wastewater districts defined and established pursuant to section 5 of this act shall not be permitted to connect to the town's wastewater system except as is set forth in this act. The territory covered by said wastewater districts may be amended from time to time by the water and wastewater commission, after a public hearing conducted to consider such amendment, upon approval of the department of environmental protection if otherwise required by law and upon enactment by town meeting of a by-law defining or establishing a new or expanded wastewater district.

|

SECTION 7. The financial operation of the water system shall continue as an enterprise fund, and the wastewater system, including stormwater facilities and non-traditional methods of pollution mitigation, shall be operated as a separate enterprise fund pursuant to section 53F½ of chapter 44 of the General Laws. Notwithstanding the foregoing, the water and wastewater commission may establish a consolidated enterprise fund for all water and wastewater facilities and activities. Town meeting may at any time vote to abolish any enterprise funds authorized or established pursuant to this section.

SECTION 8. The town shall, by vote at town meeting, determine whether it shall pay the whole or a portion of the cost of a wastewater system, which may include sewer and stormwater systems, and other facilities or undertakings deemed necessary by the water and wastewater commission to address non-traditional methods of pollution mitigation, and if a portion, what proportion. If the town votes to pay less than the whole cost, in providing for the payment of the remaining portion of the cost of said system or systems, the town, acting through the water and wastewater commission, may avail itself of any or all of the methods permitted by the General Laws; and the provisions of the General Laws relative to the assessment, apportionment, division, reassessment, abatement and collection of wastewater assessments or the additional methods set forth in section 9, and as to liens therefor and to interest thereon, shall apply to assessments made pursuant to this act by the water and wastewater commission, except that interest shall be at the rate as may be established by the water and wastewater commission from time to time. At the same meeting at which town meeting determines that any portion of the cost is to be borne by the users of the wastewater system or systems, it may by vote determine by which of such methods as authorized under section 15 of chapter 83 of the General Laws the portion of said cost shall be provided for. The collector of taxes of said town shall certify the

payment or payments of any such assessment or apportionments thereof to the water and wastewater commission.

SECTION 9. The water and wastewater commission may, in its discretion, prescribe for the users of said wastewater systems and disposal works such annual charges, connection fees, assessments, privilege fees, and the like, based on the benefits derived therefrom as such water and wastewater commission may deem proper, subject however, to such by-laws as may be adopted by vote of the town, or as may be provided for in the General Laws. Notwithstanding any law to the contrary, the water and wastewater commission is authorized to impose and collect such charges, fees, or assessments prior to connection or operation of such wastewater systems, and may enter into agreements for the payment thereof over such time as the water and wastewater commission shall determine. In fixing the charges to be imposed for said system, the water and wastewater commission is authorized to make use of any fee, charge, assessment or betterment provided for by the General Laws and further may take into consideration all costs for ongoing removal of infiltration and inflow of non-wastewater into the system as part of the normal operating costs of the system; may include, in setting privilege fees, capital costs and interest charges applicable thereto; may impose late fees for unpaid billings; may assess a capacity utilization fee to new estates and properties added to a wastewater district authorized by this act from outside a designated needs area in addition to any privilege fee; may charge betterments, special assessments, or any other charge to the estates and properties being served by collection system improvements and extensions to pay for all costs for sewer line extensions to serve new connections, both within the wastewater districts authorized by the act and in any areas added to such wastewater district; and may impose such charges on properties within a

wastewater district authorized by the act whether or not such estates and properties are then connected to the wastewater system.

The water and wastewater commission may make assessments on properties that are not connected to the wastewater system for which the Town has expended funds to address stormwater impacts and non-traditional methods of pollution mitigation.

SECTION 10. Notwithstanding anything to the contrary contained herein, the water and wastewater commission may at any time permit extensions, new connections or increases in flow to wastewater systems, subject to capacity, to serve municipal buildings or public restrooms or other public service uses as defined by the water and wastewater commission pursuant to duly adopted regulations. In addition, the water and wastewater commission may extend a wastewater system beyond the limits of any district approved by town meeting (1) for the purpose of abating pollution in any "needs areas" as identified in a comprehensive wastewater management plan approved by the department of environmental protection, (2) to serve properties where the board of health has certified in writing that the on-site system is in failure, or (3) to serve properties in areas where due to emergency conditions such as sea level rise, on-site systems pose a threat of failure.

SECTION 11. The water and wastewater commission shall have all the powers of a board of health to order the connection of land to a wastewater system as set forth in section 3 of chapter 83.

SECTION 12. The water and wastewater commission may, consistent with section 10 of chapter 83, prescribe regulations to implement the purposes of this act, and is hereby authorized

to delegate all or a portion of its statutory authority to any committee established by the board of selectmen or to the town administrator.

SECTION 13. No contracts or liabilities in force on the effective date of this act shall be affected by abolition of the elected offices as provided for herein, and the newly created appointed offices shall in all respects be the lawful successor of offices and departments so abolished.

SECTION 14. Any person holding an office or position in the administrative service of the town, or any person serving in the employment of the town shall retain such office or position and shall continue to perform his/her duties until provisions shall have been made in accordance with this act for the performance of the said duties by another person or agency; provided, however, that no person in the permanent full-time service or employment of the town, shall forfeit his/her pay grade or time in service. All such persons shall be retained in a capacity as similar to their former capacity as it is practical so to do.

SECTION 15. All leases, contracts, franchises, and obligations entered into by the town or for its benefit, prior to the effective date of this act shall continue in full force and effect.

SECTION 16. All records, property and equipment whatsoever of any office, department or agency or part thereof, the powers and duties of which are assigned in whole or in part to another office, department or agency, shall be transferred forthwith to the office, department or agency to which such powers and duties are assigned.

SECTION 17. Upon acceptance of section 39M of chapter 40 in the manner set forth therein, the town may appropriate from the Municipal Water Infrastructure Investment Fund for any purpose authorized by this act.

SECTION 18. Chapter 165 of the Acts of 1935 is hereby repealed. On the effective date of this Act, the board of water commissioners established pursuant to chapter 165 of the Acts of 1935, is hereby abolished, and the unexpired terms of said board members shall terminate.

SECTION 19. This act shall take effect upon passage.

Harv/501893v.2/Wastewater

DRAFT

Proposed Business Terms For an Intermunicipal Agreement Between Harwich and Chatham for Wastewater Treatment and Disposal

Background

The Harwich CWMP describes a recommended program to meet watershed nitrogen removal goals. This plan includes a multi-phased sewerage program for the Pleasant Bay watershed with wastewater conveyed to the Chatham WPCF for treatment. The two main initial phases result in a need for approximately 300,000 gpd of average day wastewater capacity. Effluent would at least initially be recharged in Chatham with the potential for long-term recharge to be determined in the future with a back-up plan being to recharge back to the Pleasant Bay watershed within the Town of Harwich.

Proposed Business Terms for the Intermunicipal Agreement

The following points represent in principle the conceptual basis for Harwich to present to Chatham to begin the negotiation of an intermunicipal agreement (IMA). The goal would be to negotiate the specific terms of, and execute an IMA by December 31, 2014.

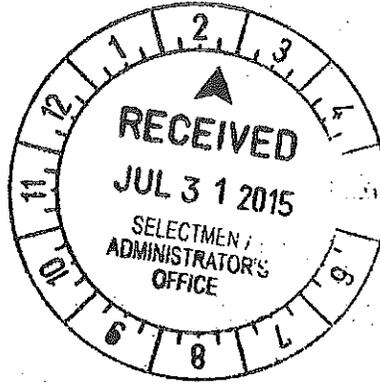
1. **Purchase Capacity:** Chatham recently completed a substantial upgrade to its WPCF at a reported total cost of \$40.3 Million. See memorandum from GHD dated February 13, 2013, attached hereto as Exhibit A. Harwich will be given an opportunity to review the backup documentation to verify the construction costs. The upgraded WPCF has a capacity to treat 1.3 mgd with a current recharge permit limit of 1.0 mgd. Harwich would offer to purchase 300,000 mgd (average daily flow) of the current capacity of the WPCF, which represents 23.07% of total capacity, or about \$9.3 Million. Subject to final verification of **net cost to Chatham after deducting all grants received by Chatham**, Harwich will make an initial payment of 30% of its capacity purchase on July 1, 2017. The remaining 70% payment will be made upon substantial completion of the interconnection and acceptance of the pumping station by the Town of Chatham. **The Harwich Board of Selectmen should focus on this proposed timing of making the capital contribution.**

In order to complete sewerage of the entire Town of Chatham, it is anticipated that Chatham will be required to expand the capacity of the WPCF to 2.2 mgd. It is understood that the entire cost of any plant expansion will be the responsibility of Chatham unless the Towns agree in the future for an additional purchase of capacity by Harwich above 300,000 mgd. Notwithstanding the foregoing,

Harwich will be responsible for its proportionate share of any future WPCF capital costs required to meet new treatment regulations or requirements of the Massachusetts Department of Environmental Protection, or other permitting agencies.

2. **O&M Cost Payments:** Terms for paying these costs would be defined into two categories; fixed and flow variable. Harwich would pay Fixed O&M costs based on its share of total purchased capacity (23.07%). Flow variable O&M costs (such as chemicals, electricity and sludge disposal) would be paid based on actual percentage of wastewater flow received at the WPCF. Harwich O&M cost payments would begin once the WPCF begins to receive Harwich wastewater.
3. **Effluent Recharge:** Chatham would agree to recharge effluent originating in Harwich at the Chatham WPCF site during the initial years. This would enable Harwich to avoid having to construct a pumping station, forcemain and infiltration basins at a site in Pleasant Bay to recharge effluent. Chatham would benefit as well in that it will be able to better track the effluent flow and evaluate long-term down-gradient potential impacts to hopefully allow more effluent to be recharged at the WPCF site in the future (currently limited to 1.0 mgd). It also keeps the effluent recharge out of Zone II recharge areas which potentially reduces treatment costs and impacts. The duration of the initial recharge of Harwich effluent at the Chatham WPCF would be at least until the Chatham facility reaches 80% of its permitted flow capacity. At that time a decision would be made as to whether Harwich can continue recharging at the Chatham facility or if Harwich needs to construct infrastructure required to redirect the effluent recharge back to the Pleasant Bay watershed site. In that event, Chatham would provide an easement at the WPCF site for locating the effluent pumping station and related facilities, including an effluent forcemain easement from the WPCF to the Harwich town line.
4. **Connection to Chatham:** Harwich would pay its proportional share of the pumping station (PS6) and forcemain project costs to convey the collected wastewater at or near the Chatham town line from sewers in Pleasant Bay to the Chatham WPCF. These costs are estimated to be about \$2.4 Million. See Exhibit A. Harwich would make its payment prior to construction of the pumping station. A joint State Revolving Fund (SRF) loan (or any other funding mechanisms) would be sought to assist in financing this project.
5. **Metered Flow:** Harwich wastewater flow would be metered prior to connecting to the Chatham system at or near the Chatham pumping station (PS6) so that flows and associated costs are based on "actual" flows. Any Harwich flows that enter the Chatham sewer system directly (unmetered wastewater) would be based on metering of actual water use and those flows would be added to the "Harwich metered wastewater flow".
6. **Wastewater Flow:** Flow capacities and proportioning would be based on average daily flow in gallons per day (gpd) as measured by the flow meter at the interconnection point.

7. **Billings:** Harwich would receive one bill quarterly from Chatham for wastewater system O&M costs. Harwich would issue sewer bills to Pleasant Bay sewer system users directly.
8. **Sewer System Maintenance:** Chatham currently contracts out operation of its sewer system. When and if that contract is extended, or sooner if the current vendor is amenable, Chatham would, at the request of Harwich, expand the scope of services to cover operation of the sewer system in the Pleasant Bay watershed and Harwich would be responsible for that portion of the increased costs.
9. **Advisory Board:** The Sewer Commissions from Chatham and Harwich would meet together quarterly to review finances of the Chatham WPCF and other appropriate operational issues.
10. **Timeframe for Implementing IMA:** Harwich is intending to bring at least three warrant articles before the 2015 Annual Town Meeting. The first article is a Home Rule Petition that would amend the Town Charter to create a Water and Wastewater Commission and to authorize the Board of Selectmen to serve in that capacity. The second article will request funds to continue the Pleasant Bay watershed water quality improvement program by requesting initial phase sewer design costs. The third article will seek authorization for the Town to acquire a site in the Pleasant Bay watershed for effluent recharge. **The Board may wish to consider bringing an article to accept G.L. c. 40, §39M, to establish a Municipal Water Infrastructure Investment Fund and an article to approve the intermunicipal agreement.** It is not anticipated that Harwich will seek an appropriation for the purchase of treatment capacity at the Chatham WPCF until the 2017 Annual Town Meeting. Furthermore, Harwich anticipates that it will take at least three years or more to design and construct the initial sewerage of the Pleasant Bay watershed in accordance with the CWMP. In this same timeframe, Chatham would be required to construct the connection pumping station and forcemain to the WPCF. The Towns agree to coordinate their respective construction projects to maximize SRF and other potential funding sources.



July 24, 2015

Dear Municipal Official,

In a letter dated January 30, 2015 you received notification that NSTAR Electric dba Eversource Energy intends to selectively apply herbicides along power line rights-of-way that pass through your municipality. This treatment is conducted as a component of an integrated vegetation management program that also utilizes mechanical and natural control techniques.

Information on Eversource's approved Yearly Operational Plan (YOP) and maps showing the right(s)-of-way to be treated were included with that letter.

Eversource's Yearly Operational Plan and maps are also posted at the following website:

<http://www.kenersongroup.com/yop/capecod2015/nstar>

Eversource's five-year Vegetation Management Plan (VMP) for 2013-2017 is posted at the following website:

<http://www.kenersongroup.com/vmp/2013/nstar>

Although you already received and reviewed copies of the YOP map(s) with the original notification please let us know if there are any additional *sensitive areas* located on or near the rights-of-way; please advise us as soon as possible so we can establish permanent records and implement appropriate field protective actions. We particularly rely on this process to collect corrections to the public wells and to record the location of private wells.

Commonwealth of Massachusetts recommended herbicides for use in *sensitive areas* listed in section VII of the YOP will be selectively applied to target vegetation by experienced, Massachusetts' licensed/certified applicators that walk along the ROWs using backpack equipment. Copies of the manufacturers' labels and fact sheets are also included in the YOP appendices.

The foliage treatments will take place between September 1st and October 16th along with cut surface treatments (CST). Fall CST, basal treatments or sensitive foliar treatments may be necessary and are scheduled between October 5th and December 31st in areas along the ROWs that might not have received a foliage treatment or to trees over 12 feet tall. The exact time is dependent upon weather conditions and field crew progress.

In compliance with 333 CMR 11.06-11.07, No herbicide applications will occur before the conclusion of the 45 day YOP review period, the 21 day treatment notice and the 48 hour newspaper notice. At the end of these review periods, which can run concurrently, no application shall commence more than ten days before nor conclude more than ten days after the treatment periods listed above.

The work will be performed by one of the following companies:

Vegetation Control Service, Inc.
2342 Main Street
Athol, MA 01331
(978) 249-5348

Lewis Tree Service, Inc
300 Lucius Gordon Drive
West Henrietta, NY 14586
(585) 436-3208

Lucas Tree
636 Riverside St.
Portland, ME 04104
(888) 845-7870

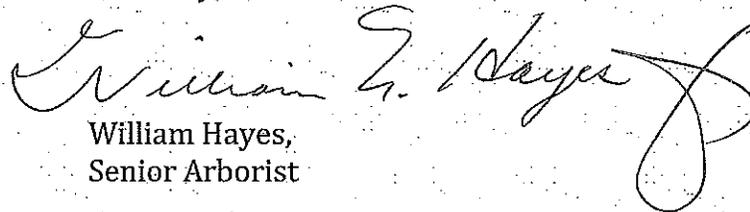
This informational 21-day notification is in compliance with Chapter 132B, section 6B of the Massachusetts General Laws and 333 CMR 11.05-11.07 Rights of Way Management and Chapter 85, Section 10 of the Acts of 2000.

For inquiries concerning safety of the herbicides, please contact:

Director of Rights-of-Way Programs
Pesticide Bureau
251 Causeway Street, Suite 500
Boston, MA 02114-2151
Telephone: (617) 626-1700

If there are any questions or comments relative to technical questions about the treatment program or you would like a hard copy of the VMP please contact or have any questions about Eversource and its electrical rights-of-way system to William Hayes (781) 441-3932 for transmission lines and Paul Sellers (508) 957-4517 for distribution lines.

Sincerely,



William Hayes,
Senior Arborist

cc: Board of Health
Board of Selectmen
Conservation Commission
Municipal Water Supplier
Massachusetts Pesticide Bureau
Eversource Energy
Certified mail-return receipt requested



March 24, 2015

William Hayes, Senior Transmission Arborist
NSTAR, A Northeast Utilities Company
Vegetation Management
One NSTAR Way, SE – 370
Westwood, MA 02090

RE: Concerns Regarding 2015 YOP for ROWs 302, 303 & 347 in Harwich, MA

Dear Mr. Hayes:

The Harwich Board of Selectmen and the Harwich Conservation Commission would like to take this opportunity to express its concerns and offer some suggestions regarding the notification and maps that were sent out by Nstar on January 30, 2015 regarding the application of herbicides on Rights-of- Way (ROW) 302, 303, and 347 in the Town of Harwich scheduled for the Fall of 2015.

The maps given are at such a large scale that they do not accurately depict the outlines of wetlands that fall within or close to the ROWs. Attached to this letter are a series of maps created from the State of Massachusetts online mapping tool, Mass GIS (OLIVER), which more closely depict wetland edges. **We strongly suggest that Nstar not use herbicides at all within wetlands or in close proximity, or in the mapped vernal pools.** If maintenance must be completed within the wetland or vernal pools we encourage the removal of trees by using chainsaws or brush mowers. Small shrubby vegetation or groundcover should be left untouched to prevent erosion and to provide wildlife habitat. We are extremely concerned about the negative impacts incorrect application, or the application at all, that herbicides can have on our ecosystem and sole-source aquifer.

If herbicides must be used in sensitive wetland areas or near wells, we request your assurance that the techniques outlined within your 5 year Vegetation Management Plan (VMP) will be followed by the contractors. **Sensitive Areas need to be marked out in the field by someone who knows how to identify wetland species or rare species prior to application.** There are different species here on Cape Cod than what one might find farther inland. It is a concern of this Commission that the three companies who will be performing the work are from Western Massachusetts, New York, and Maine, where vegetation types are different and where a crew might not be familiar with the local species. We also have several farms and cranberry bogs along the ROWs, and wish to convey how important it is that the operators remain the required 100' from these farms, for the health of the crops, animals, environment, and citizens.

If you have any questions or comments on this letter or maps, please contact Conservation Administrator Amy Usowski, or the Harwich Conservation Commission.

Sincerely,

Amy Usowski, Conservation Administrator

-And-

The Harwich Board of Selectmen:

A Ballantyne

[Signature]

April S. Mills

[Signature]

[Signature]

-And-

The Harwich Conservation Commission:

W. W. Duggin

[Signature]

Jane A. Fleming

[Signature]

[Signature]

Cc: Michael McClean
Director of Rights-of-Ways Programs
Massachusetts Pesticide Bureau
251 Causeway Street, Suite 500
Boston, MA 02114

T.A.

Sandy Robinson

From: Christopher Clark
Sent: Monday, August 03, 2015 2:21 PM
To: Link Hooper; louis urbano
Cc: Sean Libby; David Spitz; peter hughes; Ann Steidel; Sandy Robinson
Subject: RE: Albro house

Hi Lou,

Thank you for your email. I have had an opportunity to discuss this with Link today. As I can see below, he has provided you with an estimate for the disposal cost of a few hundred dollars. It is my intent to bring this up under town administrator announcements for the meeting of August 10, 2015 to inform the board of the potential removal of the shed behind the Albro house and the addition on the side of the Albro house closest to town Hall. Did receive Friday some check in cash donations towards the Albro house and presume that Mr. Winston will provide the \$200 towards the demolition costs of the shed and the small addition.

Chris

Christopher Clark
Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645
Tel. 508.430.7513
Fax.508.432.5039
cclark@town.harwich.ma.us

From: Lincoln Hooper [mailto:highway@cape.com]
Sent: Monday, August 03, 2015 11:51 AM
To: louis urbano <louis_urbano@yahoo.com>; Christopher Clark <cclark@town.harwich.ma.us>
Cc: Sean Libby <slibby@townofharwich.us>; David Spitz <dspitz@town.harwich.ma.us>
Subject: Re: Alboro

Hi Lou,

I'm not sure I'm fully understanding your question. If it is about removing the garage at Albro House I will offer this. Demoing the garage is not much work and probably can be done in a day. I would guess the cost of disposal would be a few hundred dollars, excluding labor and fuel. Obviously I need Town Administrator Chris Clark to formally request that the DPW remove the garage before scheduling anything.

Respectfully,

Lincoln Hooper, Director
Town of Harwich DPW
P.O. Box 1543
273 Queen Anne Road
Harwich, MA 02645
508-430-7555

From: [louis urbano](mailto:louis_urbano)
Sent: Friday, July 31, 2015 9:14 PM

To: Lincoln Hooper ; Christopher Clark

Subject: Albro

I know I'm flooding you with requests and emails sorry . I will get used to sitting and looking at sun set . My question is a simple one as you may have read Greg Winston has committed to write a check to tear off new addition to Albro and tear down garage . I'm asking for a price so he will write a check. Please sharpen the pencils as I'm hoping it comes in at the \$500 range.

Linc the reason I copied Cris is my past practice of always copying top man and would hope that is common practice. If not let me know please.

Loi

Sent from Yahoo Mail for iPad